

**CITY OF NEWTON
PURCHASING DEPARTMENT**

CONTRACT FOR PUBLIC WORKS

PROJECT MANUAL:

**SNOW PLOWING, SHOVELING, and SANDING/SALTING
OF PARKING LOTS, WALKWAYS, STAIRWAYS, ETC.**

(Schedules A, B1, B2, C, D & E)

REQUEST FOR QUOTE #11-09

AUGUST 2010

Setti D. Warren, Mayor

**CITY OF NEWTON
PURCHASING DEPARTMENT
REQUEST FOR QUOTE #11-09**

The City of Newton invites sealed quotes from Contractors for

**Snow Plowing & Shoveling Walkways, Stairways and Entryways for City Buildings and Schools
(Schedules A, B1, B2, C, D & E)**

Quotes will be received until: 11:00 a.m., September 2, 2010

at the Purchasing Department, Room 204, Newton City Hall, 1000 Commonwealth Ave., Newton, MA 02459. Immediately following the deadline for quotes, all quotes received within the time specified will be publicly opened and read aloud.

Contract Documents will be available online at the City's website: www.ci.newton.ma.us/bids after: **10:00 a.m., August 12, 2010.**

Bidders are responsible for downloading the specifications from the City's web site at www.ci.newton.ma.us/bids. Bidders are requested to email the Purchasing Department (purchasing@newtonma.gov) their Company Name, Address, Email address, Phone & Facsimile number and what bid # (i.e. 11-09) they have downloaded.

The term of this Contract shall extend from **day of execution through June 30, 2011**. In addition, the City, at its sole discretion, shall have the **option to extend the contract for two additional one year terms**, at the prices stated in the CONTRACTOR(S)'s quote. In order to exercise its options the City will notify the CONTRACTOR(S) no later than August 1st. The exercise of each option to renew shall be subject to appropriation of funding therefor.

Please note in the Specifications # 1.3 that there will be 2 tour dates that we advise you to attend.

Municipalities in Massachusetts are not required by law to carry out public bidding for contracts for snowplow services. Interested vendors should take note that the provisions of the bidding laws DO NOT APPLY to this Quote. In order to obtain the service with the highest value, the City of Newton has voluntarily undertaken this competitive Quote. The City also reserves the right to engage in negotiations with CONTRACTOR(S) after the **QUOTES are opened.**

Bidders must enter a quote for each line item within a Category. Multiple contracts may result from this RFQ as contracts may be awarded on a per Category basis that have been deemed to be in the City's best interest. The City offers a minimum annual guarantee per schedule. Bid surety is not required with this Quote. **Quotes must be submitted with one ORIGINAL and one COPY.**

The successful bidder will be required to furnish a Performance Bond in the amount of 100% of the contract total.

All City of Newton bids are only available on the City's website, www.ci.newton.ma.us/bids, Request for Quote. It is the sole responsibility of the contractor downloading these bids to ensure they have received any and all addenda prior to the bid opening. Addenda's will be available online within the original bid document as well as a separate file. If you download bids from the internet site and would like to make it known that your company has done so, you may fax the Purchasing dept. (617) 796-1227 or email purchasing@newtonma.gov with your NAME, ADDRESS, PHONE, FAX AND **REQUEST FOR QUOTE NUMBER**.

The City of Newton's Purchasing Dept. converted to an email notification system of all upcoming public bids effective July 1, 2009. If you wish to receive notification of bids, please email us your company information to purchasing@newtonma.gov, otherwise you may view all City of Newton public bids online at www.ci.newton.ma.us/bids.

Any questions regarding the requirements of this contract should be in writing and emailed or faxed to the Chief Procurement Officer at (617) 796-1227 no later than 72 hours prior to the quote opening deadline.

The City of Newton will reject any and all bids when required to do so by the above referenced General Laws. In addition, the City of Newton reserves the right to waive any informalities in the bidding and to reject any or all bids, if it be in the public interest to do so. Any award made shall be subject to appropriation of funds prior to execution of contract.

CITY OF NEWTON
Maureen Lemieux
Interim Chief Procurement Officer
August 12, 2010

CITY OF NEWTON
DEPARTMENT OF PURCHASING
QUOTE FORM #11-09

- A. The undersigned proposes to furnish all labor and materials required in accordance with the Contract Documents supplied by the City of Newton entitled:

Snow Plowing & Shoveling Walks, Sidewalks, Stairs, and Entryways for City Buildings and Schools
(Schedules A, B1, B2, C, D & E)

for the contract price specified below, subject to additions and deduction according to the terms of the specifications.

- B. This quote includes addenda number(s) _____, _____, _____, _____,

- C. The proposed contract price is:

Grand Totals (Years 1, 2 & 3 for each individual Schedule Quote Form shall be entered here.)

GRAND TOTAL Schedule A (TOTAL OF YEARS 1, 2, 3) \$ _____

GRAND TOTAL Schedule B1 (TOTAL OF YEARS 1, 2, 3) \$ _____

GRAND TOTAL Schedule B2 (TOTAL OF YEARS 1, 2, 3) \$ _____

GRAND TOTAL Schedule C (TOTAL OF YEARS 1, 2, 3) \$ _____

GRAND TOTAL Schedule D (TOTAL OF YEARS 1, 2, 3) \$ _____

GRAND TOTAL Schedule E (TOTAL OF YEARS 1, 2, 3) \$ _____

Company: _____

- D. The undersigned has completed and submits herewith the following documents:

- ☐ Worksheets for Schedule A, B1, B2, C, D & E Sheets, 24 pages
- ☐ Quote Form, 2 pages
- ☐ Bidder's Qualifications & References Form

- E. The undersigned agrees that, if selected as general contractor, s/he will within five days, Saturdays, Sundays and legal holidays excluded, after presentation thereof by the City of Newton, execute a contract in accordance with the terms of this quote and furnish a performance bond, from a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton and each in the sum not less than 100% of the contract price, the premiums for which are to be paid by the general contractor and are included in the contract price.

The undersigned further certifies under the penalties of perjury that this quote is in all respects bona fide, fair and made without collusion or fraud with any other person. As used in this paragraph the word "person" shall mean any natural person, joint venture, partnership, corporation or other business or legal entity. The undersigned further certifies under penalty of perjury that the said undersigned is not presently debarred from public contracting or subcontracting in the Commonwealth under the provisions of M.G.L. Chapter 29, Section 29F or any other applicable debarment provisions of any other chapter of the General Laws or any rule or regulation promulgated thereunder.

Date _____

(Name of General Bidder)

BY: _____

(Printed Name and Title of Signatory)

(Business Address)

(City, State Zip)

(Telephone)

(FAX)

(E-mail address)

NOTE: If the bidder is a corporation, indicate state of incorporation under signature, and affix corporate seal; if a partnership, give full names and residential addresses of all partners; if an individual, give residential address if different from business address; and, if operating as a d/b/a give full legal identity. Attach additional pages as necessary.

END OF SECTION

CITY OF NEWTON

BIDDER'S QUALIFICATIONS AND REFERENCES FORM

All questions must be answered, and the data given must be clear and comprehensive. Please type or print legibly. If necessary, add additional sheet for starred items. This information will be utilized by the City of Newton for purposes of determining bidder responsiveness and responsibility with regard to the requirements and specifications of the Contract.

1. FIRM NAME: _____
2. WHEN ORGANIZED: _____
3. INCORPORATED? ☒ YES ☐ NO DATE AND STATE OF INCORPORATION: _____
- * 4. LIST ALL CONTRACTS CURRENTLY ON HAND, SHOWING CONTRACT AMOUNT AND ANTICIPATED DATE OF COMPLETION:

- * 5. HAVE YOU EVER FAILED TO COMPLETE A CONTRACT AWARDED TO YOU?
☐ YES ☐ NO
IF YES, WHERE AND WHY?

- * 6. HAVE YOU EVER DEFAULTED ON A CONTRACT? ☐ YES ☐ NO
IF YES, PROVIDE DETAILS.

- * 7. LIST YOUR VEHICLES/EQUIPMENT AVAILABLE FOR THIS CONTRACT:

- * 8. IN THE SPACES FOLLOWING, PROVIDE INFORMATION REGARDING CONTRACTS COMPLETED BY YOUR FIRM SIMILAR IN NATURE TO THE PROJECT BEING BID. A MINIMUM OF FOUR (4) CONTRACTS SHALL BE LISTED. PUBLICLY BID CONTRACTS ARE PREFERRED, BUT NOT MANDATORY.

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

PROJECT NAME: _____
OWNER: _____
CITY/STATE: _____
DOLLAR AMOUNT: \$ _____ DATE COMPLETED: _____
PUBLICLY BID? ☐ YES ☐ NO
TYPE OF WORK?: _____
CONTACT PERSON: _____ TELEPHONE #: (____) _____
CONTACT PERSON'S RELATION TO PROJECT?: _____
(i.e., contract manager, purchasing agent, etc.)

9. The undersigned certifies that the information contained herein is complete and accurate and hereby authorizes and requests any person, firm, or corporation to furnish any information requested by the City of Newton in verification of the recitals comprising this statement of Bidder's qualifications and experience.

DATE: _____ BIDDER: _____

SIGNATURE: _____

PRINTED NAME: _____ TITLE: _____

CITY OF NEWTON

DEPARTMENT OF PUBLIC WORKS

Snow Plowing & Shoveling Walks, Sidewalks, Stairs, and Entryways for City Buildings and Schools (Schedules A, B1, B2, C, D & E)

2010 - 2011

INSTRUCTIONS TO BIDDERS

- 1) This package constitutes the proposal in which your quote is to be entered. This quote must be submitted in a sealed envelope.
- 2) Be sure to provide all information required.
- 3) Be sure to sign Quote Form.
- 4) Bid Surety is not required for this project.
- 5) The undersigned bidder hereby agrees to furnish services to fully meet all terms, conditions and specifications contained in this proposal for Snow Plowing Services.
- 6) Bidders must quote on each item within a Schedule. Quotes must be written in both words and figures on the "WORKSHEETS". All entries in the Bid must be made clearly and in ink. Bidders should insert computed totals in paragraph C of the QUOTE FORM. All quotes shall be based on the quantities set forth on the attached quote sheets. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.
- 7) The right is reserved to reject any and all bids and to make award as may be determined to be in the best interests of the City of Newton. Any Contract made will be subject to appropriations and grants to meet payments thereunder.

END OF SECTION

SCHEDULE A - QUOTE FORM

2010 - 2011 (YEAR ONE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility):** Angier School, Bigelow Middle School, Lincoln-Elliott School, Mason-Rice School, Underwood School, Waban Library, Ward School and Zervas School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		
_____ for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		
_____ for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		
_____ for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		
_____ for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		
_____ Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule A-Year One Annual Total:		\$ _____

SCHEDULE A - QUOTE FORM 2011 - 2012 (YEAR TWO)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility):** Angier School, Bigelow Middle School, Lincoln-Elliott School, Mason-Rice School, Underwood School, Waban Library, Ward School and Zervas School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule A-Year Two Annual Total:		\$ _____

SCHEDULE A - QUOTE FORM 2012 - 2013 (YEAR THREE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility):** Angier School, Bigelow Middle School, Lincoln-Elliott School, Mason-Rice School, Underwood School, Waban Library, Ward School and Zervas School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		
_____ for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		
_____ for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		
_____ for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		
_____ for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest inch. (This cost will be added to #6 above for ONLY those inches above 18") _____ per inch.	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except parking lots of schools. This cost is for NON-Plowing events, (i.e., ice storms) for all locations under this Schedule.		
_____ Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule A-Year Three Annual Total:		\$ _____

SCHEDULE A YEAR ONE ANNUAL TOTAL \$ _____

SCHEDULE A YEAR TWO ANNUAL TOTAL \$ _____

SCHEDULE A YEAR THREE ANNUAL TOTAL \$ _____

SCHEDULE A GRAND TOTAL (SUM OF SCHEDULE A YEAR ONE, TWO & THREE) \$ _____

(Place the SCHEDULE A GRAND TOTAL in Paragraph "C" of the Quote Form)

SCHEDULE B1 - QUOTE FORM 2010 - 2011 (YEAR ONE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility). Magnesium Chloride is to be used on the bricks at Cabot School:** Burr Park, Cabot School, the Education Center and F.A. Day Middle School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule B1-Year One Annual Total:		\$ _____

SCHEDULE B1 - QUOTE FORM 2011 - 2012 (YEAR TWO)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility). Magnesium Chloride is to be used on the bricks at Cabot School:** Burr Park, Cabot School, the Education Center and F.A. Day Middle School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN" (Blue zones or parking lots not included)		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm (\$ _____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm (\$ _____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm (\$ _____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm (\$ _____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18" 18.1"+ total accumulation Cost per inch measured to nearest inch. (This cost will be added to #6 above for ONLY those inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except parking lots of schools. This cost is for NON-Plowing events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$ _____)	3 ea.	\$ _____

Schedule B1-Year Two Annual Total: \$ _____

SCHEDULE B1 - QUOTE FORM

2012 - 2013 (YEAR THREE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility). Magnesium Chloride is to be used on the bricks at Cabot School:** Burr Park, Cabot School, the Education Center and F.A. Day Middle School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule B1-Year Three Annual Total:		\$ _____

SCHEDULE B1 YEAR ONE ANNUAL TOTAL \$ _____

SCHEDULE B1 YEAR TWO ANNUAL TOTAL \$ _____

SCHEDULE B1 YEAR THREE ANNUAL TOTAL \$ _____

SCHEDULE B1 GRAND TOTAL (SUM OF SCHEDULE B1 YEAR ONE, TWO & THREE) \$ _____

(Place the SCHEDULE B1 GRAND TOTAL in Paragraph "C" of the Quote Form)

SCHEDULE B2 - QUOTE FORM

2010 - 2011 (YEAR ONE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Auburndale Library, Burr School, Carr School, Franklin School, Horace-Mann School, Peirce School and Williams School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		

for storms 0-2" per storm (\$)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm ()	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm ()	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm ()	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm ()	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$)	3 ea.	\$ _____

Schedule B2-Year One Annual Total: \$ _____

SCHEDULE B2 - QUOTE FORM

2011 - 2012 (YEAR TWO)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Auburndale Library, Burr School, Carr School, Franklin School, Horace-Mann School, Peirce School and Williams School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule B2-Year Two Annual Total:		\$ _____

SCHEDULE B2 - QUOTE FORM

2012 - 2013 (YEAR THREE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Auburndale Library, Burr School, Carr School, Franklin School, Horace-Mann School, Peirce School and Williams School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		

for storms 0-2" per storm (\$)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm ()	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm ()	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm ()	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm ()	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$)	3 ea.	\$ _____

Schedule B2-Year Three Annual Total: \$ _____

SCHEDULE B2 YEAR ONE ANNUAL TOTAL \$ _____

SCHEDULE B2 YEAR TWO ANNUAL TOTAL \$ _____

SCHEDULE B2 YEAR THREE ANNUAL TOTAL \$ _____

SCHEDULE B2 GRAND TOTAL (SUM OF SCHEDULE B2 YEAR ONE, TWO & THREE) \$ _____

(Place the SCHEDULE B2 GRAND TOTAL in Paragraph "C" of the Quote Form)

SCHEDULE C - QUOTE FORM 2010 - 2011 (YEAR ONE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Bowen School, Brown Middle School, Countryside School, Memorial Spaulding School, Newton South High School and Oak Hill School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		
_____ for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		
_____ for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		
_____ for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		
_____ for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		
_____ Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule C-Year One Annual Total:		\$ _____

SCHEDULE C - QUOTE FORM 2011 - 2012 (YEAR TWO)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Bowen School, Brown Middle School, Countryside School, Memorial Spaulding School, Newton South High School and Oak Hill School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule C-Year Two Annual Total:		\$ _____

SCHEDULE C - QUOTE FORM 2012 - 2013 (YEAR THREE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility)**: Bowen School, Brown Middle School, Countryside School, Memorial Spaulding School, Newton South High School and Oak Hill School.

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		
_____ for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		
_____ for storms 4.1"-7" per storm (\$ _____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		
_____ for storms 7.1"-10" per storm (\$ _____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ for storms 10.1"-14" per storm (\$ _____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		
_____ for storms 14.1"-18" per storm (\$ _____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		
_____ Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule C-Year Three Annual Total:		\$ _____

SCHEDULE C YEAR ONE ANNUAL TOTAL \$ _____

SCHEDULE C YEAR TWO ANNUAL TOTAL \$ _____

SCHEDULE C YEAR THREE ANNUAL TOTAL \$ _____

SCHEDULE C GRAND TOTAL (SUM OF SCHEDULE C YEAR ONE, TWO & THREE) \$ _____

(Place the SCHEDULE C GRAND TOTAL in Paragraph "C" of the Quote Form)

SCHEDULE D - QUOTE FORM

2010 - 2011 (YEAR ONE)

Proposal for Plowing & Shoveling of all walkways, stairs and entrances, loading zones and removal of snow completely from **all main entrances, as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility):** City Hall, Newton Main Library, Police Headquarters and Senior Center. **Magnesium Chloride is to be used on the bricks at City Hall, Millennium Park, Main Library and Senior Center. It is the contractor's responsibility to maintain these sites for safe passage throughout the duration of the snowstorm.**

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule D-Year One Annual Total:		\$ _____

SCHEDULE D - QUOTE FORM 2011 - 2012 (YEAR TWO)

Proposal for Plowing & Shoveling of all walkways, stairs and entrances, loading zones and removal of snow completely from **all main entrances, as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility):** City Hall, Newton Main Library, Police Headquarters and Senior Center. **Magnesium Chloride is to be used on the bricks at City Hall, Millennium Park, Main Library and Senior Center. It is the contractor's responsibility to maintain these sites for safe passage throughout the duration of the snowstorm.**

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		

for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		

for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		

for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		

for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		

for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		

for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		

Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule D-Year Two Annual Total:		\$ _____

SCHEDULE D - QUOTE FORM 2012 - 2013 (YEAR THREE)

Proposal for Plowing & Shoveling of all walkways, stairs and entrances, loading zones and removal of snow completely from **all main entrances, as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility):** City Hall, Newton Main Library, Police Headquarters and Senior Center. **Magnesium Chloride is to be used on the bricks at City Hall, Millennium Park, Main Library and Senior Center. It is the contractor's responsibility to maintain these sites for safe passage throughout the duration of the snowstorm.**

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		
_____ for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		
_____ for storms 4.1"-7" per storm (\$ _____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		
_____ for storms 7.1"-10" per storm (\$ _____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ for storms 10.1"-14" per storm (\$ _____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		
_____ for storms 14.1"-18" per storm (\$ _____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		
_____ Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule D-Year Three Annual Total:		\$ _____

SCHEDULE D YEAR ONE ANNUAL TOTAL \$ _____

SCHEDULE D YEAR TWO ANNUAL TOTAL \$ _____

SCHEDULE D YEAR THREE ANNUAL TOTAL \$ _____

SCHEDULE D GRAND TOTAL (SUM OF SCHEDULE D YEAR ONE, TWO & THREE) \$ _____

(Place the SCHEDULE D GRAND TOTAL in Paragraph "C" of the Quote Form)

SCHEDULE E - QUOTE FORM 2010 - 2011 (YEAR ONE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility):** Newton North High School. **Magnesium Chloride is to be used on all new concrete walkways, concrete pathways, concrete stairs, concrete entranceways and concrete loading zones at Newton North High School.**

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		
_____ for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		
_____ for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		
_____ for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		
_____ for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest inch. (This cost will be added to #6 above for ONLY those inches above 18") _____ per inch.	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except parking lots of schools. This cost is for NON-Plowing events, (i.e., ice storms) for all locations under this Schedule.		
_____ Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule E-Year One Annual Total:		\$ _____

SCHEDULE E - QUOTE FORM 2011 - 2012 (YEAR TWO)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility):** Newton North High School. **Magnesium Chloride is to be used on all new concrete walkways, concrete pathways, concrete stairs, concrete entranceways and concrete loading zones at Newton North High School.**

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		
_____ for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		
_____ for storms 4.1"-7" per storm (\$ _____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		
_____ for storms 7.1"-10" per storm (\$ _____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ for storms 10.1"-14" per storm (\$ _____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		
_____ for storms 14.1"-18" per storm (\$ _____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		
_____ Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule E-Year Two Annual Total:		\$ _____

SCHEDULE E - QUOTE FORM 2012 - 2013 (YEAR THREE)

Proposal for Plowing & Shoveling of all entrances, walkways, stairs, loading zones and removal of snow completely from sidewalks and curb where curb is a blue drop-off zone and entrances, **as well as sanding and salting of all areas shoveled or plowed by contractor except parking lots (City of Newton responsibility):** Newton North High School. **Magnesium Chloride is to be used on all new concrete walkways, concrete pathways, concrete stairs, concrete entranceways and concrete loading zones at Newton North High School.**

Item	Estimated Qty Comparison Only	Total
1. SHOVELING & SANDING/SALTING ONLY; NO SNOW PLOWING "SCRAPE DOWN"		
(Blue zones or parking lots not included)		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
2. Snow plowing, shoveling and sanding/salting		
_____ for storms 0-2" per storm (\$ _____)	1 ea.	\$ _____
3. Snow plowing, shoveling and sanding/salting		
_____ for storms 2.1"-4" per storm (\$ _____)	3 ea.	\$ _____
4. Snow plowing, shoveling and sanding/salting		
_____ for storms 4.1"-7" per storm (_____)	3 ea.	\$ _____
5. Snow plowing, shoveling and sanding/salting		
_____ for storms 7.1"-10" per storm (_____)	1 ea.	\$ _____
6. Snow plowing, shoveling and sanding/salting		
_____ for storms 10.1"-14" per storm (_____)	1 ea.	\$ _____
7. Snow plowing, shoveling and sanding/salting		
_____ for storms 14.1"-18" per storm (_____)	1 ea.	\$ _____
8. Snow plowing & shoveling for storm in excess of 18"		
18.1"+ total accumulation Cost per inch measured to nearest		
inch. (This cost will be added to #6 above for ONLY those		
inches above 18") _____ per inch.		
	1 in.	\$ _____
9. Per Occurrence Sand/Salt w/50-50 mix all areas except		
parking lots of schools. This cost is for NON-Plowing		
events, (i.e., ice storms) for all locations under this Schedule.		
_____ Per Occurrence (\$ _____)	3 ea.	\$ _____
Schedule E-Year Three Annual Total:		\$ _____

SCHEDULE E YEAR ONE ANNUAL TOTAL \$ _____

SCHEDULE E YEAR TWO ANNUAL TOTAL \$ _____

SCHEDULE E YEAR THREE ANNUAL TOTAL \$ _____

SCHEDULE E GRAND TOTAL (SUM OF SCHEDULE E YEAR ONE, TWO & THREE) \$ _____

(Place the SCHEDULE E GRAND TOTAL in Paragraph "C" of the Quote Form)

END OF SECTION

**CITY OF NEWTON
DEPARTMENT OF PUBLIC WORKS**

**SPECIFICATIONS FOR SNOW PLOWING, SHOVELING AND SANDING/SALTING OF
PARKING LOTS, WALKS, STAIRS AND ENTRY WAYS FOR CITY BUILDINGS AND SCHOOLS
COMPLETION TIME SCHEDULE**

In order to efficiently and expeditiously complete the clearing of snow and ice from the following sites: Newton City Hall, Police Headquarters, Main Library, Education Center, Newton North High School, Newton South High School, Bigelow Middle School, Brown Middle School, F A Day Middle School, Oak Hill Middle School, sixteen elementary schools, Auburndale Library, Burr Park, Senior Center and Waban Library, it is necessary to establish a completion schedule. It is understood by the City of Newton and its officials, that weather conditions, particularly in winter, are difficult to predict and that each storm has a number of variables; e.g., depth, length of snowfall, falling or rising temperatures, time of day or night, early, mid or late winter, nonetheless, some guidelines are necessary. It will be expected that the Contractor complete all sites within one hour of the average completion time of the City's Department of Public Work forces.

1. DETAILED WORK SPECIFICATIONS

1.1 It is the intention of the City of Newton to enter into Contracts with competent and responsive Contractors for plowing, shoveling and sanding/salting at the sites listed on schedule A, B1, B2, C, D & E in the manner described herein. The term of this Contract shall extend from **day of execution – June 30, 2011**. The City shall have the option, at its sole discretion, to renew this Contract for two (2) additional one (1) year terms, with no change in the Contract price or conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

1.2 The Contractor shall supply sufficient equipment and personnel to clear in a timely manner each schedule that is awarded. All equipment intended for use in snow plowing, shoveling and sanding/salting of sites listed in schedule A, B1, B2, C, D & E are subject to passing an inspection administered in the City.

1.3 **It is the responsibility of each bidder to attend the tour of the schedules (listed below) with Parks and Recreation Personnel, prior to bidding on the Contract to understand the expectations for snow plowing, shoveling of walkways, stairs and entrances as well as sanding/salting responsibilities for each site. There shall be no prebid meeting.**

Due to changes at many School locations (New school construction, modular buildings installed this past summer, modified parking lots, sidewalks, walkways) the Parks & Recreation Department is providing a tour. All tours will begin in the Newton Free Library Parking Lot (across from City Hall on the Homer St. side).

There will be a Ford Passenger van in the back right side parking lot of the Library, courtesy of the Parks & Recreation Department, to drive contractors to the different locations. The tours will return to the Library parking lot. Below is the schedule for the different schedules of work.

THURSDAY – August 26, 2010	Tour Begins at:	Anticipated End time:
Schedule – B1	9:00 a.m.	10:30 a.m.
Schedule – B2	11:00 a.m.	12:30 p.m.
Schedule – E	1:00 p.m.	2:30 p.m.
FRIDAY – August 27, 2010	Tour Begins at:	Anticipated End time:
Schedule – A	9:00 a.m.	10:30 a.m.
Schedule – C	11:00 a.m.	12:30 p.m.
Schedule – D	1:00 p.m.	2:30 p.m.

1.4 The City reserves the right to treat each site independently and to give special attention to one or more sites at any given time.

1.5 The priority for completion of snow plowing, shoveling and sanding/salting will be as follows:

1. Newton City Hall
2. Police Headquarters
3. Main Library
4. Education Center
5. Newton North High School (new location on Walnut Street)
6. Newton South High School
7. Bigelow Middle School
8. Brown Middle School
9. F.A. Day Middle School
10. Oak Hill Middle School
11. Sixteen Elementary Schools (Angier, Bowen, Burr, Cabot, Carr, Countryside, Franklin, Horace-Mann, Lincoln Elliot, Mason-Rice, Memorial Spaulding, Peirce, Underwood, Ward, Williams and Zervas).
12. Senior Center, Auburndale Library, Waban Library and Burr Park

In consideration of the need to reserve equipment to meet the needs of this Contract, the City will guarantee each year a minimum payment of:

\$6,000 for Schedule A,
\$4,000 for Schedule B1,
\$4,000 for Schedule B2,
\$7,000 for Schedule C,
\$4,000 for Schedule D
\$2,000 for Schedule E

to the Contractor during this Contract, provided that the Contractor fully performs the services of this Contract to the satisfaction of the City.

2. TERMS OF CONTRACT

2.1 The term of this Contract shall extend from **day of execution – June 30, 2011**. The City shall have the option, at its sole discretion, to renew this Contract for **two (2) additional one (1) year terms**, with no change in the Contract pricing or conditions. The exercise of each option to renew shall be subject to appropriation of funding therefor.

3. BASIS OF AWARD

3.1 Multiple contracts may result from this RFQ as contracts may be awarded on a per Category basis that have been deemed to be in the City's best interest.

3.2 Bidders may enter individual quote(s) for schedules A, B1, B2, C, D & E, but **all line** items within a schedule must be completed.

3.3 All quotes shall be based on the quantities set forth on the attached quote forms. These quantities shall be used as a basis for the comparison of the bid proposals. It is agreed that the quantities given in this proposal are assumed solely as a basis for the comparison of the proposals. While the quantities are based on the City's best estimates of the work to be performed during the term of this Contract, the City does not expressly or by implication agree that the actual amount of work will even approximately correspond herewith, and the City reserves the right to increase or diminish the amount of any class or portion of the work as it may deem necessary, without change of price per unit of quantity.

4.1 REJECTION OF PROPOSALS AND LIMIT OF AWARDS

4.1.1 The Contractor and the City acknowledge that proper snow plowing, shoveling and sanding/salting is important to the safety and welfare of the public. Therefore, the City reserves the right to reject any or all quotes as it may determine not to be in the best interest of the City. The bidder acknowledges that the burden of proof rests with the bidder to demonstrate that s/he can meet the Contract requirements and perform as required by the City.

4.1.2 The City may reject quotes from any Contractor whom

- A. Has a history of failing to provide timely, quality and complete service on snow plowing, hand shoveling and sanding/salting on other Contracts.
- B. Proposes the use of equipment or sub Contractor with a history of failing to the City's requests for service or to perform in a satisfactory manner on snow plowing, shoveling and sanding/salting on other Contracts.
- C. In the estimation of the snow contract supervisor the contractor does not have sufficient equipment or manpower to complete all services in a timely fashion.

5.1 RESPONSIBILITIES OF THE CONTRACTOR

5.1.1 In order to fulfill the requirements of this Contract, the Contractor must provide sufficient equipment and operators in a timely manner to properly plow the sites listed within this Contract. To help insure that a Contractor will be able to perform, the City sets forth the following specific responsibilities which the Contractor accepts as conditions of this Contract. The list provided below is not intended to be all inclusive, but is meant to set forth certain requirements which the City expects will be met.

5.1.2 It shall be the sole responsibility of the Contractor at no expense to the City to furnish each crew foreman with a Nextel telephone to allow for direct connect communication with the Snow Chaser or Snow Supervisor. The City shall be in no way responsible for any or all damages incurred by the Contractor to their Nextel telephones or any other phone system due to negligence, weather conditions or any other situation that may occur. It shall be the responsibility of the Contractor to furnish the Snow Chaser or Snow Supervisor with the private identification number of each crew foreman between November 1 and November 30, 2010.

5.2 RESPONSIBILITIES DURING BID/AWARD PROCESS

The Contractor accepts responsibility to do the following in accordance with instructions from the Purchasing Agent and/or Commissioner of Public Works.

- 5.2.1 Completely familiarize themselves with the bid documents.
- 5.2.2 Completely familiarize themselves with the snow plow, shoveling and sanding/salting areas in schedule A, B1, B2, C, D & E.
- 5.2.3 Submit a properly completed quote, which includes submitting specified bid security.
- 5.2.4 Submit evidence at time of bid satisfactory to the Purchasing Agent and Commissioner of Public Works that the Contractor can fulfill the requirements of this contract. Such evidence must include the following, but need not be limited to:
 - A. Size and condition of the Contractor's facilities, including all relevant equipment.
 - B. Proposed equipment schedule for completing snow plowing, shoveling and sanding/salting of sites as specified in Contract documents.
 - C. Performance on work similar in size and nature to work on this Contract.
- 5.2.5 Upon award, the following must be supplied within fourteen (14) calendar days of Notice of Award.
 - A. A valid proof of ownership or lease for each vehicle by the date specified in the Notice of Award Letter. Valid proof of ownership or leasehold interest is one of the following:
 - 1. A Certificate of Title or
 - 2. A current MA State Registration for Vehicles to be used to perform snow plowing work under this Contract.
 - B. Submit Certificates of Insurance as stated in the Contract documents.

- C. A schedule assigning specific vehicles to specific sites.

5.3 RESPONSIBILITIES FOR VEHICLE INSPECTIONS

5.3.1 The Contractor accepts full responsibility to provide each vehicle for inspection. The inspection will occur during a several week period designated by the City. Tentative plans call for this to occur between **October 1 and October 31, 2010.**

5.3.2 The Contractor must schedule the inspections through the Public Works Commissioner, or his designee, either in writing or by calling 617-796-1526. The Recreation Department Maintenance yard will be open from 6:00 AM through 2:00 PM Monday through Friday. **Failure to schedule an inspection shall be deemed to be solely the fault of the Contractor. The City will not assume any responsibility or liability for failure of the Contractor to have the vehicle inspected.**

5.4 RESPONSIBILITIES FOR PLOWS

The Contractor must supply a plow in excellent working condition and sufficiently sized to perform to Contract requirements at the time of the vehicle inspection.

5.5 RESPONSIBILITIES FOR EQUIPMENT AND DRIVER

5.5.1 The Contractor must properly maintain, in excellent working condition, the plowing equipment for the entire Contract term. The equipment must meet all conditions set forth in the specifications of this Contract. The vehicles must also meet any and all State License, Registration and Safety requirements. The Contractor must upon request by the City, provide License and Motor Vehicle Registration at any time during this Contract for inspection by the City.

5.5.2 The Contractor must also supply a fully qualified, licensed and responsible driver for that equipment. The Contractor must supply the name of the driver for each vehicle to the Public Works Office upon request.

5.5.3 The Contractor must have available suitable sidewalk clearing machines with operators. The equipment may be a low or blower type and must be capable of handling any average snowfall, wet, dry, or crust, and it must be backed up with snow buckets when necessary, due to extreme weather conditions. **The Contractor shall be responsible to snow plow or shovel all sidewalks adjacent to school/city properties.**

5.5.4 The Contractors' plows and buckets must have sufficient weight and cutting edges to scrape off snow and not build up an accumulation of packed snow on any blacktop surfaces.

5.5.5 The Contractor shall supply supervision, labor and equipment to do shoveling on stairs, walks, pathways, walkways, entranceways, exits, exit egresses and around safety equipment that is not accessible to larger snow removal equipment. The priorities for such work will be the following:

1. All entrance walks (including all handicap ramps)
2. All emergency exits and egress from them (stairs and walks)
3. All walks/sidewalks through snow banks
4. All stairs
5. All fire alarm boxes
6. All fire hydrants
7. All oil fills

5.6 RESPONSIBILITIES DURING SNOW SEASON

Between October 1 and May 1 the Contractor Must:

5.6.1 Maintain a system whereby the City can contact the Contractor at a specified telephone number for 24 hours, 7 days a week. The Contractor must supply at least one telephone number to the City for this purpose.

- A. **Failure to the City to reach the Contractor at the specified telephone number shall not relieve the Contractor of the responsibility to start plowing at the designated time.**

5.6.2 Be prepared to start plowing each site at the time designated by the City. Failure to start at the specified time shall be cause for the City to have that site plowed with other equipment and for the Contractor to be liable for damages to the City.

5.6.3 Notify the City if any equipment is out of service. Equipment must be returned to service as soon as possible. The City, at the expense of the Contractor, may make alternate plans to have the snow removed from the site until the Contractor notifies the Public Works Office that the equipment is back in service.

5.7 RESPONSIBILITIES DURING A SNOW PLOWING OPERATION

5.7.1 Once a snow plowing operation has been initiated by the City, the Contractor must:

- A. Arrive at the designated meeting point at the designated start time.
- B. Arrive with the vehicle in excellent condition prepared to work, loaded with appropriate ballast and having chains available for use if needed as may be decided by the Commissioner of Public Works or his designee.
- C. Provide competent supervisor with a vehicle to coordinate Contractor's plowing efforts with the City Snow Inspector.
- D. Wait until contact with the City Snow Inspector. If the Inspector has not arrived within 15 minutes of the designated start time, the Contractor may notify the Recreation Office that the equipment has arrived at the start and is ready to go. The Contractor may then start after authorization by the Recreation Office.
- E. Obtain authorization to proceed, whether by meeting with the City Snow Chaser or by contacting the Recreation Office. Failure to obtain authorization to proceed will cause the City to assume that the Contractor's equipment did not show up, which may cause the City to plow the sites at the Contractor's expense.
- F. Plow in designated sequence as shown on the site maps or as may be agreed to by the Contractor and the Commissioner of Public Works. Failure to plow in the designated sequence and subsequent inability of the City Inspector to easily find the Contractor's equipment may cause the City to presume that the run was not started and plow the sites at the Contractor's expense.
- G. Plow to the standards set forth in the Contract.
- H. Complete snowplowing within the specified time after the end of snowfall. Prior to leaving their routes, the Contractor's drivers must meet the City Chaser and receive a sign-off. If the Chaser is not present when the route is completed, the driver must notify the Recreation Office that the route is completed. The City will make every effort to have a chaser arrive at a sign-off location within 30 minutes. If the Chaser or a supervisor has not met with the driver within 45 minutes of the call to the Recreation Office the driver should call the Recreation Office and will then be released. However, except in the case of being released after 45 minutes, failure to obtain sign-off by the inspector may lead to forfeiture of payment.
- I. No snow may be piled, pushed or banked against crosswalks, handicap ramps, fire hydrants, oil fills, doors, walks, emergency exits, sidewalks, fire alarm boxes or other locations where a safety hazard would be increased.
- J. Snow plowing of parking lots or emergency roadways will be done by rolling snow away from the buildings.
- K. **No snow will be pushed or plowed against, or into any chain link fences, trash dumpsters, shrubs, hedges, stairs, entranceways, doors or overhead doors.**
- L. All snow shall be **removed** from every Drop Zone ("Blue Zone") at each school. Snow along or on the sidewalk and against the blue curb must be removed. The snow can be left on site as long as the snow is not in an area where snow must be removed. Also not covering any access areas such as oil fills. Each school has a different number, location and length of "Blue Zones". It is highly recommended to attend the tour to familiarize oneself with the number, location and length of each school's "Blue Zones". A "snow tour" shall be scheduled with the Snow Chasers for each schedule.

M. **The Contractor is responsible to keep every “Blue Zone” free of all snow for the first twelve hours after the storm.** The end of a storm shall be determined by a representative from the Department and communicated to each Snow Chaser, who will then communicate that information to the Contractor.

N. Each location on each Schedule shall receive a **sand/salt (50/50) mix (or otherwise approved suitable mix)**. It shall be the Contractors responsibility to provide a sand/salt (50/50) mix. There shall be a sufficient amount of sand /salt mixture to be applied so as to allow for reasonable safe passage. Sand aids in traction and salt helps melt snow and ice. The preferred mixture is a sand/salt (50/50) mix. At no time shall the Contractor use the City sand/salt mixture located on site unless otherwise approved by the Public Works Department. Any alternative mix must be approved by David Mandatori. Before the Snow Chaser has approved the snow removal by the Contractor, the Contractor shall apply sufficient sand/salt mix (50/50) to greatly reduce the potential for slipping. This sand/salt mix shall be applied during and after each storm. The areas to be sanded/salted are all walkways, ramps, handicap ramps, exits, emergency exits and their egress. **No parking lots are to be sanded/salted. Sanding/salting parking lots is the responsibility of the City of Newton.**

O. There are five locations that shall not receive a 50/50 sand/salt mix (or otherwise approved suitable mixture). The first area is the brick pathways at City Hall along Homer Street and at the Department Heads parking lot. The second area is the Homer Street brick entrance at the Newton Main Library. The third area is the brick pathway/patio on the north side of the Cabot School. The fourth area is the brick pathways/patios and concrete pathways at the Senior Center. The fifth area is all new concrete walkways, concrete pathways, concrete stairs, concrete entranceways and concrete loading zones at Newton North High School. It is the expectation that the Contractor shall use magnesium chloride.

P. At Cabot School a walkway is to be plowed across the grass field from the fence entranceway at the intersection of East Side Parkway and Winchester Road to the front of the Cabot School located on Parkview Avenue. This pathway shall be a direct line across the field. The Contractor shall only do this when she/he has been given permission by the Public Works Department (when the ground is deemed frozen and minimal damage shall occur to the field).

Q. At Lincoln Eliot School the sidewalk along Jackson Road heading northeast from the school parking lot up to the area across from 45-47 Jackson Road shall be plowed of all snow and shall receive a 50/50 sand/salt mixture.

R. At Horace Mann there are wider asphalt walkways in front and back.

S. At “the new Newton High School” all of the following sidewalks shall be snow plowed, and/or shoveled and sanded/salted with a 50/50 sand/salt mixture: the sidewalks on the north and south side of Elm Road leading from Walnut Street to the Lowell Avenue; the sidewalk along the west side of Walnut Street from Russell Court to Hull Street; the sidewalk along the north side of Hull Street from the intersection of Hull Street and Walnut Street to the intersection of Hull Street and Lowell Avenue; the sidewalk along the east side of Lowell Avenue from the intersection of Hull Street and Lowell Avenue to the intersection of Lowell Avenue and Elm Road. In addition the following four intersections on Walnut Street shall be snow plowed, and/or shoveled and sanded/salted with a 50/50 sand/salt mixture to allow for safe passage: intersection of Walnut Street and Clyde Street (both sides), intersection of Walnut Street and Trowbridge Avenue (both sides), intersection of Walnut Street and Kirkstall Road (both sides) and pedestrian crosswalk between Trowbridge Avenue and Clyde Street (both sides). The contractor shall apply magnesium chloride to all new concrete walkways, concrete pathways, concrete stairs, concrete entranceways and concrete loading zones.

T. At Burr School the pathway that leads from the cul de sac on Albert Road to the Burr School property pathway shall be plowed or shoveled and sanded/salted with a 50/50 sand/salt mixture, including the pathway that leads from Lexington Street to the main parking lot on the east side of the school.

U. At Bowen School the pathway leading from the cul de sac on Langley Path to the east side of the school shall be plowed or shoveled and sanded/salted with a 50/50 sand/salt mixture. Please note there is a new bubbler along the pathway and a speed bump.

V. From Newton South High School there is an asphalt pathway leading to the Oak Hill Middle School parking lot that shall be plowed or shoveled and sanded/salted with a 50/50 sand/salt mixture.

W. At the Horace Mann School the sidewalk that leads from the corner of Watertown Street along Albemarle Road ending at the Gath Pool shall be plowed of all snow and shall receive a 50/50 sand/salt mixture.

X. At the F A Day School the walkway that leads from the corner of the Gath Pool on Albemarle Road to the rear of F A Day shall be plowed of all snow and shall receive a 50/50 sand/salt mixture. The sidewalk parallel to Walnut Street and attached to Linwood Park shall be plowed of all snow and shall receive a 50/50 sand/salt mixture. In addition the sidewalk in Linwood Park that begins at the corner of Crafts Street and Linwood Avenue and ends at the intersection of Walnut Avenue and Minot Place shall be plowed of all snow and shall receive a 50/50 sand/salt mixture. In addition the sidewalk along Crafts Street (adjacent to 300 Linwood Avenue) shall be plowed of all snow and shall receive a 50/50 sand/salt mixture. This route shall provide clear and safe passage for students and employees traveling from the Ed Center along Crafts Street across Linwood Park to FA Day Middle School.

Y. At the Franklin School a pathway is to be plowed across the grass field from the asphalt entranceway at the end of Russell Road West to the roadway on the west side of the school. This pathway shall be a direct line across the field parallel to Derby Street. The Contractor shall only do this when she/he has been given permission by the Public Works Department (when the ground is deemed frozen and minimal damage shall occur to the field).

5.7.2 In the event that the Contractor's equipment fails during a plowing operation, the Contractor or his representative must notify the City Chaser immediately and have the site covered with appropriate equipment. If the site is not covered with appropriate equipment within 60 minutes, the City, at the Contractor's expense, may take over completion of the site.

5.7.3 A site shall not be satisfactorily completed unless it meets the standards set forth in the Contract as witnessed and acknowledged by the City Chaser at the final sign-off for the run.

5.8 RESPONSIBILITIES TO RECEIVE PAYMENT

5.8.1 In order to execute a contract, a requirement to process payment for a snow plow operation, the Contractor must submit all completed forms and insurance certificates to the City or Newton, Purchasing Department.

5.8.2 The City will not pay for any site which has not been authorized by the appropriate City Officials and signed off as complete by the City's Snow Inspector for each route.

5.8.3 Retainage in the amount of 5% will be held back from the amounts approved for payment. The retainage will be paid by May 15 each year provided all contractual requirements have been met.

5.8.4 Of the cash guarantee, 50% will be payable each January 31, in the event that at least a comparable amount of payment has not been paid by that date.

5.8.5 **The cash guarantee does not represent amount to be paid in addition to the payment for services actually rendered.** The Cash guarantee paid will be deducted from payments due for snowplow sites. The cash guarantee will be reduced by any amount due to the Contractor's failure to plow as required and failure to repair all damages.

5.8.6 The Commissioner of Public Works, will base payments first on snowfall as measured by the official reported measurement of a commissioned weather service solely chosen by the Commissioner of Public Works. In the event that such a measurement is not available for the storm in question, a measurement in the vicinity of City Hall will be taken by the Commissioner of Public Works or his designee and used for invoicing purposes.

5.9 RESPONSIBILITIES FOR DAMAGES

5.9.1 The Contractor is liable for all damages, including damages to turf, shrubbery, trees, fences and structures, which s/he caused while snow plowing under this Contract. The Contractor must repair all damages, arrange for repairs, or make appropriate payment for damages for which s/he is liable as determined by the Commissioner of Public Works. The Contractor must take action no later than May 1 each year, for all damages covered by claims filed on or before April 1 each year, and within 30 days of notification for all claims filed after April 1 of any given year.

5.9.2 Damages to items which cause a safety hazard must have temporary repairs made immediately and permanent repairs within 48 hours of notification.

5.9.3 After the completion of each repair, the Contractor shall have the property owner sign a property owner release for damages. The Contractor shall submit this release of liability to the Public Works Office or show adequate proof, acceptable to the City that said damages have been repaired. The release or proof of repair must be submitted by the time indicated in Sections 5.9.1 and 5.9.2.

5.9.4 If repairs are not completed in a satisfactory and timely manner, the City will have the right to cause repair to be made and proceed against the retainage to recover its costs.

5.9.5 To insure that all damages are repaired by the Contractor, the City will hold retainage until May 15, each year. Damage claims which are not settled within the time frame outlined in 5.9.1 and 5.9.2 will cause the City to proceed to take action against the performance security and other amounts due to the Contractor.

6. RIGHTS OF THE CITY

6.1 Snow Plowing of the sites is agreed to be important to the public safety. In the event of breach of Contract, the City reserves the right to immediately terminate the Contract in whole or in part. Whenever practical, the City shall give notice of such termination in writing. Breach of Contract may result in substantial penalties, forfeiture of performance bonds, limitation of routes in future Contracts, or default proceedings.

6.2 The Contract may be terminated upon recommendation of the Commissioner of Public Works when he or his authorized representative has determined that the Contractor has:

6.2.1 Abandoned the work to be performed under this Contract

6.2.2 Assigned this Contract to another without City consent.

6.2.3 Unnecessarily or unreasonably delayed any of the work to be performed under this Contract.

6.2.4 Failed to furnish enough properly skilled workmen or enough equipment to perform the work.

6.2.5 Disregarded the instructions of the Commissioner or his authorized representative.

6.2.6 Failed to perform properly on any route as determined by the City Chaser or other performance measures.

6.2.7 Otherwise been guilty of any substantial violation of any provision of the Contract.

6.3 All services provided under this Contract are under the direction and supervision of the Commissioner of Public Works and his authorized representatives. The Contractor shall only be paid for services authorized by the Commissioner and performed to the satisfaction of the Commissioner.

6.4 In the event the equipment being used by the Contractor fails at any time to meet the approval of the Commissioner of Public Works, the Commissioner will have the right to order such equipment off the job. The Contractor shall be responsible for furnishing an appropriate replacement within a 60 minute time period.

6.5 Should the Commissioner notify the Contractor that any Contractor's employee is in any way a detriment to the satisfactory performance of these services, such employee shall be ordered off the job at once and thereafter shall not be allowed to engage in any part of snow removal operations. The Contractor must replace that employee immediately.

6.6 At any time during the term of the Contract, the Commissioner or his authorized representative will have the right to inspect the equipment of the Contractor. The equipment shall be kept and maintained by the Contractor in excellent working order and ready to start immediately at all times for the duration of the Contract.

6.7 The decision of the Commissioner or his authorized representative as to the suitability of equipment or employees shall be final.

6.8 The decision as to when to call for snow plowing, shoveling and sanding/salting shall rest entirely with the City. City officials will determine when conditions warrant a snow plow operation therefore, it is not possible to predict when Contractors will be called.

7. RESPONSIBILITIES OF THE CITY

7.1 Inspect vehicles in a timely manner at times mutually agreed upon with the Contractor.

7.2 **Provide a reasonable amount of lead time when calling for a plowing operation. In general, the City will try to give approximately 2 hours notice unless there is need for immediate plowing due to severe conditions.**

7.3 Provide properly trained inspectors who are to meet the Contractors equipment at the commencement of the operation during and at the completion of each site, and who are to maintain and fully complete the inspection report for each site. The City standard shall be to make the inspector available as soon as possible after the completion of plowing for purposes of signing off.

7.4 Maintain a switchboard around the clock during snow emergencies. Maintain a log of calls between the City and the Contractor. The dispatcher will place calls for service, coordinate Inspectors and sign-off vehicles where appropriate as quickly as possible.

7.5 Make payment within 30 days of plowing sign-off and receipt of proper invoice. If there is a dispute about the amount owed, the City shall approve payment of the amount not in dispute within 30 days and withhold the disputed amount until resolution of the dispute. However, the City will retain the final payment until all Contract provisions have been met.

7.6 Return performance securities within 15 days of Contract completion.

7.7 The City guarantees a minimum payment of \$6,000 for Schedule A, \$4,000 for Schedule B1, \$4,000 for Schedule B2, \$7,000 for Schedule C, \$4,000 for Schedule D and \$2,000 for Schedule E to the Contractor for the Contract period.

7.7.1 If disputes due to performance arise between the time of billing and the time of paying the minimum guarantees, the City reserves the right to withhold payment on the minimum.

7.7.2 If the Contract is terminated prior to payment of a minimum guarantee, the City reserves the right to cancel the minimum guarantee provision and withhold payments of any amount due.

8. EQUIPMENT SPECIFICATIONS

8.1 The equipment furnished under this Contract must be in accordance with the following specifications and fully comply with any and all applicable Motor Vehicle Laws of the State of Massachusetts including showing a valid Massachusetts State Registration.

8.2 All equipment must be in excellent condition, smooth running at operating levels, clean inside and out and under the hood, with evidence of proper maintenance and inspection.

8.3 The City reserves the right to reject any equipment older than model year **1995**. The City further reserves the right to reject any piece of equipment that does not pass City administered inspection and road tests and comply fully with this specification at any time during the term of the Contract.

8.4 The quote price shall include the cost of furnishing the operator, insurance, repairs, ballast, chains, fuel, oil, lubricants and all other costs related to the operation of the equipment.

8.5 The equipment acceptable for plowing sites include the following, and any additional types of equipment proposed for use under this Contract must meet requirements and criteria as herein established and must also be individually approved by the Commissioner of Public Works or his designee.

8.5.1 Rotary-type light with a yellow/amber lens visible for 360 degrees around for each vehicle

8.5.2 Ballast as supplied by the Contractor

8.5.3 Plow unit must have an automatic tripping device as to protect manholes and other protrusions above the top of the pavement.

8.5.4 All electrical and mechanical systems to be in excellent operation condition.

8.6 The following shall be a minimum equipment specification the City of Newton shall require for each schedule. It is the responsibility of the contractor to obtain and have prepared for use the following equipment and personnel:

Schedule A

- One 2-3 1/2 cubic yard or greater front end loader
- Two bobcats
- Two 4 wheel drive pickup trucks with 8' plows
- 7 shovelers

Schedule B1

- One 2-3 1/2 cubic yard or greater front end loader
- Two bobcats
- Two 4 wheel drive one ton dump trucks with 9' plows
- Two 4 wheel drive pickup trucks with 8' plows
- 6 shovelers

Schedule B2

- One 2-3 1/2 cubic yard or greater front end loader
- Two bobcats
- Two 4 wheel drive pickup trucks with 8' plows
- 7 shovelers

Schedule C

- One 2-3 1/2 cubic yard or greater front end loader
- Two bobcats
- One 4 wheel drive one ton dump truck with 10' plow
- Two 4 wheel drive pickup trucks with 7 1/2' plows
- 6 shovelers

Schedule D

- One 2 - 3 1/2 cubic yard or greater front end loader
- Two bobcats
- Two 4 wheel drive pickup trucks with 8' plows
- 4 shovelers

Schedule E

- One 2 - 3 1/2 cubic yard or greater front end loader
- Two bobcats
- Two 4 wheel drive pickup trucks with 8' plows
- 8 shovelers

9.1 SNOW PLOWING SPECIFICATIONS:

9.1.1 **Schedule A is comprised of (8 locations):** Angier School, Bigelow Middle School, Lincoln-Elliot School, Mason-Rice School, Underwood School, Waban Library, Ward School and Zervas School.

9.1.2 **Schedule B1 is comprised of (4 locations):** Burr Park, Cabot School, the Education Center and F.A. Day Middle School.

9.1.3 **Schedule B2 is comprised of (7 locations):** Auburndale Library, Burr School, Carr School, Franklin School, Horace-Mann School, Peirce School and Williams School.

9.1.4 **Schedule C is comprised of (6 locations):** Brown Middle School, Bowen School, Countryside School, Memorial Spaulding, Newton South High School and Oak Hill Middle School.

9.1.5 **Schedule D is comprised of (4 locations):** City Hall, the Main Library, Police Headquarters and Senior Center

9.1.6 **Schedule E is comprised of (1 location):** Newton North High School

9.1.6 **The City will furnish plow sequence to the Contractor listing the order in which the sites shall be plowed. This sequence of plowing and shoveling must then be adhered to unless the Contractor submits a letter to the Commissioner requesting and explaining the reason for changing the plow sequence. The request shall be granted or denied by a return letter to the Contractor. The plowing sequence once established, must be followed, as Chasers will be checking the Contractors progress by site sequence.**

9.1.7 The general standard for acceptable work shall be for the Contractor to plow the snow to the maximum extent possible to the sides of parking lots, driveways and all appropriate walkways.

9.1.8 **It will be the Contractor's responsibility to Sand/Salt (w/50/50 mix) all areas that were shoveled and or plowed by the contractor with the exception of the parking lots (the City will be responsible for the parking lots).**

9.2 PLOWING REQUIREMENTS

9.2.1 Plow at a speed which is sufficient to move the snow, but not excessive.

9.2.2 **Plow all sites the full width of pavement.**

9.3 REPORT TO CONTROL CENTER OR CHASER IMMEDIATELY:

9.3.1 If you cannot start plowing at appointed time.

9.3.2 If any equipment breaks down while plowing.

9.3.3 If any site cannot be plowed and reason why.

9.3.4 If any damage is done to other vehicles or property.

9.3.5 At completion of any site.

10. PERFORMANCE RATING

10.1 The Contractor's performance on all of his sites shall be rated for each storm by a Chaser or Supervisor using a standard performance report form. The standard form will be distributed to the Contractor prior to the start of the snow season to familiarize them with the method of evaluating performance.

10.2 Failure to perform and receive a satisfactory report may result in liquidated damages and/or termination of the Contract.

11. GENERAL CONDITIONS

11.1 Certificates of Insurance covering Workmen's Compensation must be submitted, covering dates of Contract. Workmen's Compensation is required of all lessors of two or more pieces of equipment.

11.2 The Contractor shall defend, indemnify and hold harmless the City its agents and employees from and against all claims, damages, losses and expenses including attorney's fees arising out of or resulting from the performance of the work called for under this Contract, provided that any such claim, damage, loss of expense (1) is attributable to bodily injury, sickness, disease, or death, or to any injury to or destruction of tangible property including the loss of use resulting there-of, and (2) is caused in whole or in part by any act or omission of the Contractor, anyone directly or indirectly employed by the Contractor, or anyone for whose act the Contractor may be liable, regardless of whether or not it is caused in part by the party indemnified thereunder.

11.3 Certificates of Insurance for insurance coverage must be submitted showing coverage for the Contract period as follows:

WORKER'S COMPENSATION

Worker's Compensation: Per M.G.L. c.. 149, s. 34 and c.. 152 as amended

Automobile Liability: (all vehicles, by description and MA registration number, must be listed on the insurance certificate).

Bodily Injury - \$500,000.00 per person
\$500,000.00 per accident
Property Damage - \$100,000.00 per accident

(Such insurance must include coverage for hired or borrowed vehicles and non-ownership liability)
General Liability: (including completed operation coverage).

\$500,000 per occurrence
\$500,000 per aggregate

The City of Newton shall be named as additional insured on the general liability policies.

PLEASE NOTE: REPAIR PLATES cannot be used for registration of vehicles used under this contract.

11.4 MINIMUM WAGE RATES AND HEALTH AND WELFARE AND PENSION FUND CONTRIBUTIONS as determined by the Commissioner of Labor and Industries under the provisions of the Massachusetts General Laws, Chapter 149, Section 26 to 270. Inclusive as amended, must be complied with.

11.5 The Contractor shall prior to contract execution and annually thereafter furnish a performance bond, of a surety company qualified to do business under the laws of the commonwealth and satisfactory to the City of Newton, in a sum not less than 100% of the total guaranteed minimum annual payment listed in paragraph 1.6 Scope herein for the schedule(s) awarded, the premiums for which are to be paid by the contractor and are included in the contract price.

12. LIQUIDATED DAMAGES

12.1 The Contractor agrees that the City has the right to retain all or a portion of monies owed the Contractor as liquidated damages for the Contractor's failure to comply with the requirements in this Contract; specifically, failure to plow as required and failure to repair all damages. Liquidation damages shall not exceed the City's reasonable costs of completing these Contractual requirements. Imposition of liquidated damages will not preclude the City from seeking performance of the Contract through the performance security or taking other legal recourse to recover any and all damages as a result of Contractor nonperformance, breach of Contract, or default.

12.2 Damages against partial payments and/or limiting sites will be imposed by the Commissioner of Public Works and will depend on the severity of the failure, the frequency of the failure, and other circumstances.

12.3 The Contractor will be notified in writing of any damages imposed by the Commissioner.

12.4 The following is a schedule of liquidated damages for failure to perform. The list of failures is not intended to be all inclusive nor to waive any other right of the City in the event of failure to perform. Damages are listed, and any or all or a combination may be applied.

12.4.1 Failure to Start on time

A. Damages of \$100/hour/route for period of delay

12.4.2 Missing a site

A. Damages of \$800/site

12.4.3 Failure to Complete on Time

A. Damages of \$100/hour/route

12.4.4 Failure to show for a snow plow event

A. Damages of \$800/site

END OF SECTION

CITY OF NEWTON PUBLIC WORKS DEPARTMENT

Snow Contractor Evaluation

CONTRACTOR:_____

ROUTE ASSIGNED:_____ **SITE:**_____

DATE OF STORM:_____ **CHASER:**_____

Starting Time _____

Completion Time _____

All Sidewalks – plowed, sanded and salted _____

Main Parking Lots – plowed _____

Blue Zones – Plowed –snow removed to street line _____

Stairs – Interior/Exterior – shoveled/sanded and salted _____

Hauling Instructions – as directed _____

Condition of Equipment used at this site _____

Problems_____

OTHER_____

OFFICIAL SNOWFALL_____

Chaser/Date/Time

Original to David Mandatori with copy for Chaser Files and Derek Mannion

CITY OF NEWTON

SCHEDULE OF TRUCKS AND EQUIPMENT FOR SNOW PLOWING SERVICES

Photocopy additional sheets if necessary for more than 4 vehicles or pieces of equipment.

CONTRACTOR:

CONTRACT NO.

ADDRESS:

TELEPHONE NO:

NO. 1

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

NO.3

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

NO. 2

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

NO. 4

Manufacturer:

Model / Type:

GVWR:

No. of Wheels:

4 Wheel Drive? (Yes or No):

Blade Size (feet):

Bucket/Dump Size (cubic yards):

City Plate No. (Provided by DPW):

CONTRACT FORMS

The awarded bidder will be required to complete and submit the following documents in order to execute a contract pursuant to this bid.

The forms are provided for informational purposes only.

None of the following forms are required at the time of bid submittal.

CITY - CONTRACTOR AGREEMENT

CONTRACT NO. C -

THIS AGREEMENT made this day of in the year Two Thousand and Ten by and between the CITY OF NEWTON, a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, hereinafter referred to as the CITY, acting through its Chief Procurement Officer, but without personal liability to him, and

hereinafter referred to as the CONTRACTOR.

The parties hereto for the considerations hereinafter set forth agree as follows:

- I. SCOPE OF WORK.** The Contractor shall furnish all labor, materials, equipment and perform all work required in strict accordance with the Contract Documents for the following project:

**SNOW PLOWING SERVICES, 2010 – 2011; 2011 – 2012; 2012 – 2013
SCHEDULES A, B1, B2, C, D & E**

- II. CONTRACT DOCUMENTS.** The Contract documents consist of the following documents which are either attached to this Agreement or are incorporated herein by referenced:

- a. This CITY-CONTRACTOR Agreement;
- b. The City's Request for Quote #11-09 issued by the Purchasing Department;
- c. The Bidding Documents for Snow Plowing Services including the Request for Quotes, Attestation, Price Schedules, and all specifications, instructions, terms and conditions contained therein;
- d. Addenda Number(s) N/A ;
- e. The Quote Response of the CONTRACTOR submitted for this Project and accompanying documents and certifications;
- f. Certificate(s) of Insurance and surety bond(s) submitted by the CONTRACTOR in connection with this Project;
- g. Duly authorized and executed Amendments, Change Orders or Work orders issued by the CITY after execution of this CITY-CONTRACTOR Agreement.

This CITY-CONTRACTOR Agreement, together with the other documents enumerated in this Article, constitute the entire Agreement between the CITY and the CONTRACTOR.

- III. PRIORITY OF DOCUMENTS.** In the event of inconsistency between the terms of this CITY -CONTRACTOR Agreement and the Project Manual, the terms of this Agreement shall prevail.

- IV. APPLICABLE STATUTES.** All applicable federal, state and local laws and regulations are incorporated herein by reference and the Contractor agrees to comply with same.

- V. CONTRACT TERM.** The term of this Contract shall extend from **day of execution – June 30, 2011**. The City shall have the option, at its sole discretion, to renew this Contract **for two (2) additional one (1) year terms**. The exercise of each option to renew shall be subject to appropriation of funding therefor. It is understood that in the event the term of this contract extends beyond June 30th in any calendar year, the City reserves the right to terminate the contract if funding for its continuance is not appropriated in the succeeding fiscal year commencing July 1st.
- VI. AUTHORIZATION OF AND PAYMENT FOR WORK PERFORMED.** The execution of this contract does not constitute a notice to proceed or authorization to perform work. No work shall be commenced unless authorized by the Commissioner of Public Works or his designee in accordance with the terms of this Contract. The Contractor will be paid following completion and acceptance of the work authorized in accordance with the Contract. The City will use best efforts to pay within thirty (30) days of receipt of an invoice for the work authorized or acceptance of the work whichever date is later.
- VII. RESPONSIBILITY FOR THE WORK/INDEMNIFICATION.** The Contractor shall take all responsibility for the work, and shall take all precautions for preventing injuries to persons and property in or about the work and shall defend, indemnify and hold the City harmless from all loss, cost, damage or expense arising from injuries to persons or property in or about the work. The Contractor shall be responsible for any damage which may be caused by the failure or insufficiency of any temporary works. He/she shall effectively protect his work and shall be liable for all damage and loss by delay or otherwise caused by his neglect or failure so to do.
- VIII. ASSIGNMENT/SUB-CONTRACTING.** The Contractor agrees that he will not sell, assign or transfer this Contract or any part thereof or interest therein without the prior written consent of the City.
- IX. TERMINATION.** If the work to be done under this Contract shall be abandoned, or if this Contract or any part thereof shall be assigned or transferred, without the previous written consent of the City, or if the Contract or any claim hereunder shall be assigned by the Contractor otherwise than as herein specified, or if at any time the City determines that the conditions herein specified as to the rate of progress are not fulfilled, or that the work or any part thereof, is unnecessarily or unreasonably delayed, or that the Contractor has violated any of the provisions of this Contract, the City may terminate this Contract and/or notify the Contractor to discontinue such work or such part thereof as the City may designate, and the City may thereupon by agreement or otherwise, as it may determine, complete the work, or any part thereof; and for such completion the City for itself or for its Contractor may take possession of and use or cause to be used in the completion of the work thereof any of such materials, apparatus, machinery, implements, and tools of every description as may be found upon said work. Termination pursuant to this paragraph shall not entitle the Contractor to any claim for damages on account thereof, nor shall it relieve the Contractor of any liability under this Contract.
- X. GOVERNING LAW.** This Contract shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
- XI. SEVERABILITY.** The provisions of this Contract are severable. If any section, paragraph, clause or provision of this Contract shall be finally adjudicated by a court of competent jurisdiction to be invalid, the remainder of this Contract shall be unaffected by such adjudication and all of the remaining provisions of this Contract shall remain in full force and effect as though such section, paragraph, clause or provision, or any part thereof so adjudicated to be invalid, had not been included herein, unless such remaining provisions, standing alone, are incomplete and incapable of being executed in accordance with the intent of the parties to this Contract.
- XII. AMENDMENTS TO THIS CONTRACT.** This Contract may not be amended except in writing executed in the same manner as this CITY-CONTRACTOR Agreement.

IN WITNESS WHEREOF, the parties have caused this instrument to be executed under seal the day and year first above written.

CONTRACTOR

By _____

Title _____

Date _____

Affix Corporate Seal Here

City funds in the amount of
\$ _____ are
available in account number
0140110-5273A

The City shall only be obligated to
pay for further work beyond that
covered by the encumbered amount
recited above upon written orders issued
by the City under the contract, each of
which must have the certification of the
Comptroller of Accounts that an appropriation
is available therefore

By _____

Comptroller of Accounts

Date _____

CITY OF NEWTON

By _____

Chief Procurement Officer

Date _____

By _____

Commissioner of Public Works

Date _____

Approved as to Legal Form and Character

By _____

Associate City Solicitor

Date _____

CONTRACT AND BONDS APPROVED

By _____

Setti D. Warren, Mayor

Date _____

CERTIFICATE OF AUTHORITY - CORPORATE

1. I hereby certify that I am the Clerk/Secretary of _____
(insert full name of Corporation)
2. corporation, and that _____
(insert the name of officer who signed the **contract and bonds.**)
3. is the duly elected _____
(insert the title of the officer in line 2)
4. of said corporation, and that on _____
(insert a date that is ***ON OR BEFORE*** the date the officer signed the **contract and bonds.**)

at a duly authorized meeting of the Board of Directors of said corporation, at which all the directors were present or waived notice, it was voted that

5. _____ the _____
(insert **name** from line 2) (insert **title** from line 3)

of this corporation be and hereby is authorized to execute contracts and bonds in the name and on behalf of said corporation, and affix its Corporate Seal thereto, and such execution of any contract of obligation in this corporation's name and on its behalf, with or without the Corporate Seal, shall be valid and binding upon this corporation; and that the above vote has not been amended or rescinded and remains in full force and effect as of the date set forth below.

6. ATTEST: _____ *AFFIX CORPORATE
SEAL HERE*
(Signature of **Clerk or Secretary**)*
7. Name: _____
(Please print or type name in line 6)*
8. Date: _____
(insert a date that is ***ON OR AFTER*** the date the officer signed the **contract and bonds.**)

* The name and signature inserted in lines 6 & 7 **must** be that of the **Clerk or Secretary** of the corporation.

ATTESTATION

Pursuant to MG c. 62C, § 49A, the undersigned acting on behalf of the Contractor, certifies under the penalties of perjury that, to the best of the undersign's knowledge and belief, the Contractor is in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.*

**Signature of Individual
or Corporate Contractor (Mandatory)

*** Contractor's Social Security Number
(Voluntary) or Federal Identification Number

By: _____
Corporate Officer
(Mandatory, if applicable)

Date: _____

* The provision in the Attestation relating to child support applies only when the Contractor is an individual.

** Approval of a contract or other agreement will not be granted unless the applicant signs this certification clause.

*** Your social security number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended. This request is made under the authority of GL c. 62C, § 49A.

CITY OF NEWTON, MASSACHUSETTS

PERFORMANCE BOND

Know All Men By These Presents:

That we, _____, as PRINCIPAL, and _____, as SURETY, are held and firmly bound unto the City of Newton as Obligee, in the sum of _____ dollars (\$_____) to be paid to the Obligee, for which payments well and truly to be made, we bind ourselves, our respective heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

Whereas, the said PRINCIPAL has made a contract with the Obligee, bearing the date of _____, 2010 for the construction of _____ in Newton, Massachusetts.
(Project Title)

Now, the condition of this obligation is such that if the PRINCIPAL and all Sub-contractors under said contract shall well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of said contract on its part to be kept and performed during the original term of said contract and any extensions thereof that may be granted by the Obligee, with or without notice to the SURETY, and during the life and any guarantee required under the contract, and shall also well and truly keep and perform all the undertakings, covenants, agreements, terms and conditions of any and all duly authorized modifications, alterations, changes or additions to said contract that may hereafter be made, notice to the SURETY of such modifications, alterations, changes or additions being hereby waived, then this obligation shall become null and void; otherwise, it shall remain in full force, virtue and effect.

In the event, that the contract is abandoned by the PRINCIPAL, or in the event that the Obligee terminates the employment of the PRINCIPAL or the authority of the PRINCIPAL to continue the work said SURETY hereby further agrees that said SURETY shall, if requested in writing by the Obligee, take such action as is necessary to complete said contract.

In Witness Whereof, the PRINCIPAL and SURETY have hereto set their hands and seals this ____day of _____ 2010.

PRINCIPAL

SURETY

BY _____

BY _____

(SEAL)

(ATTORNEY-IN-FACT) (SEAL)

(Title)

ATTEST: _____

ATTEST: _____

Attachment B

CITY OF NEWTON

Contractors Certification

A Contractor will not be eligible for award of a contract, unless such contractor has submitted the following certification, which is deemed a part of the resulting contract.

CONTRACTOR'S CERTIFICATION

Contractor's Name Certifies that:

it tends to use the following listed construction trades in the work under the contract

_____ and

2. will comply with the minority manpower ration and specific affirmative action steps contained herein; and
3. will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

(Signature of authorized representative of Contractor)

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

Attachment C

CITY OF NEWTON

Subcontractors Certification

Prior to the award of any subcontract , regardless of tier, the prospective subcontractor must execute and submit to the Prime Contractor the following certification, which will be deemed a part of the resulting subcontractor.

SUBCONTRACTOR`S CERTIFICATION

_____. Certifies that:
Contractor's Name

it tends to use the following listed construction trades in the work under the contract

_____ and

will comply with the minority manpower ration and specific affirmative action steps contained herein; and

will obtain from each of its subcontractors and submit to the contracting or administering agency prior to the award of any subcontract under this contract the subcontractor certification required by these bid conditions

Pursuant to M.G.L. Ch. 62C, Sec. 49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

(Signature of authorized representative of Contractor)

In order to ensure that the said subcontractor's certification becomes part of all subcontracts under the prime contract, no subcontract shall be executed until an authorizee representative of the Administrative Agency administering this project has determined in writing, that the said certification has been incorporated in such subcontract, regardless of tier, Any subcontract executed without such written approval shall be void.

Any contract for the provision of goods or services to the City of Newton or any of its departments is subject to the ordinance creating the Human Rights Commission, as it may be amended from Time to Time. Any complaints within the purview shall be forwarded immediately to the contracting agency, and a copy shall be sent to the Human Rights Commission; any complaints received by the contracting agency shall be forwarded to the contractor, and a copy shall be sent to the Human Rights Commission.

ATTACHMENT - A

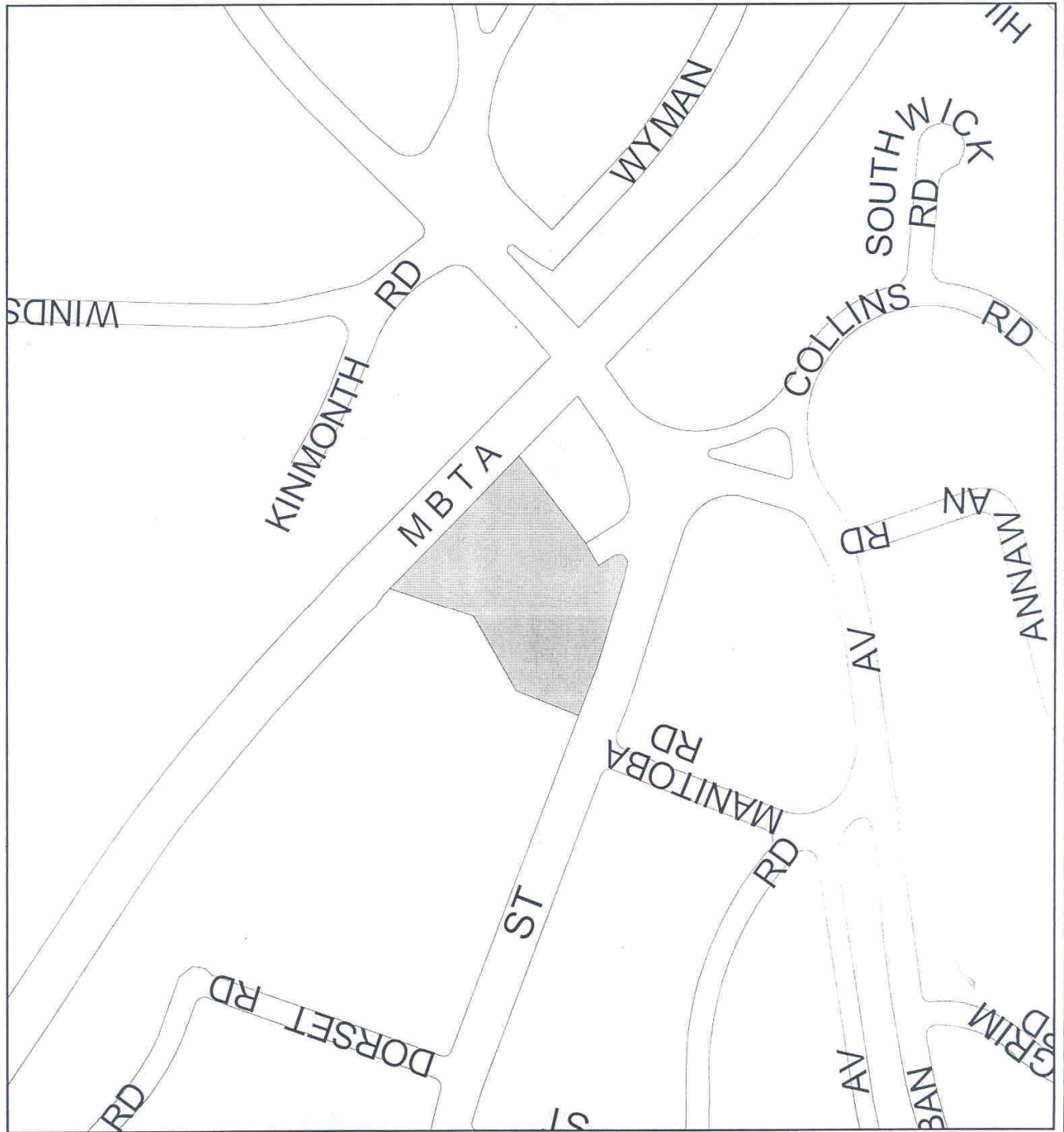
CITY MAPS

- ☐ Newton Boundary
- ☐ Street Rights-of-Way
- Street Names
- ☒ School Properties

The information on this map is from a digital data base accessed using the Newton Geographic Information System (GIS). Newton cannot guarantee the accuracy of the information on this map. The user of the map is responsible for determining its suitability for his or her intended use or purpose. City departments will not necessarily approve applications based solely on GIS data. Applicants for city permits and licenses must inquire of the relevant city department for applicable requirements. City staff correct errors in these data as they are identified. The sources, materials and methods used to create the digital data and will disclose this information upon request.

[illegible]

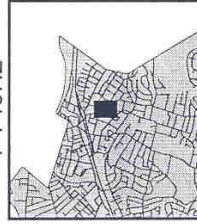
1002-4120/90/0004-0000\$05.00/0



Bigelow School City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" : 107.2'

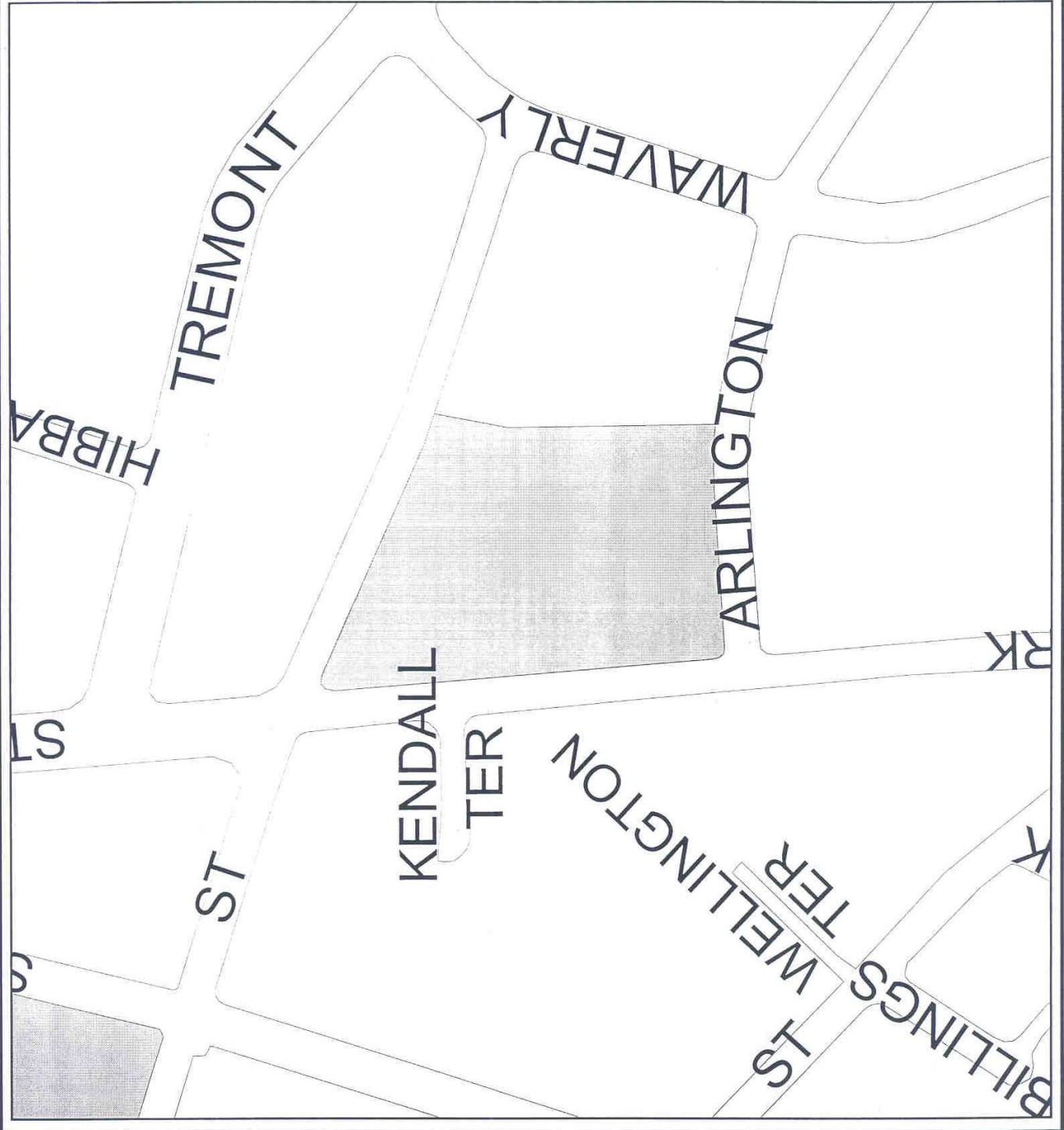


The information on this map is from a digital data base created by the City of Newton GIS Department. The City of Newton GIS Department is not responsible for the accuracy of the information contained on this map. Each user of this map is responsible for determining its suitability for his or her own use. The City of Newton GIS Department does not necessarily approve applications based solely on GIS data. Applicants for city permits and licenses must require of the relevant city department for applicable requirements. The City of Newton GIS Department is not responsible for the accuracy of the information contained on this map. The City of Newton GIS Department maintains records regarding the source materials and methods used to create the digital data and will disclose this information upon request.

DATA SOURCES: For all necessary maps to the map.
The information on this map is from a digital data base created by the City of Newton GIS Department. The City of Newton GIS Department is not responsible for the accuracy of the information contained on this map. Each user of this map is responsible for determining its suitability for his or her own use. The City of Newton GIS Department does not necessarily approve applications based solely on GIS data. Applicants for city permits and licenses must require of the relevant city department for applicable requirements. The City of Newton GIS Department is not responsible for the accuracy of the information contained on this map. The City of Newton GIS Department maintains records regarding the source materials and methods used to create the digital data and will disclose this information upon request.



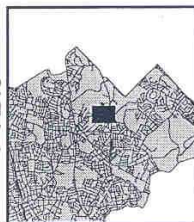
04-Jun-2004



Bowen School City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" = 248'

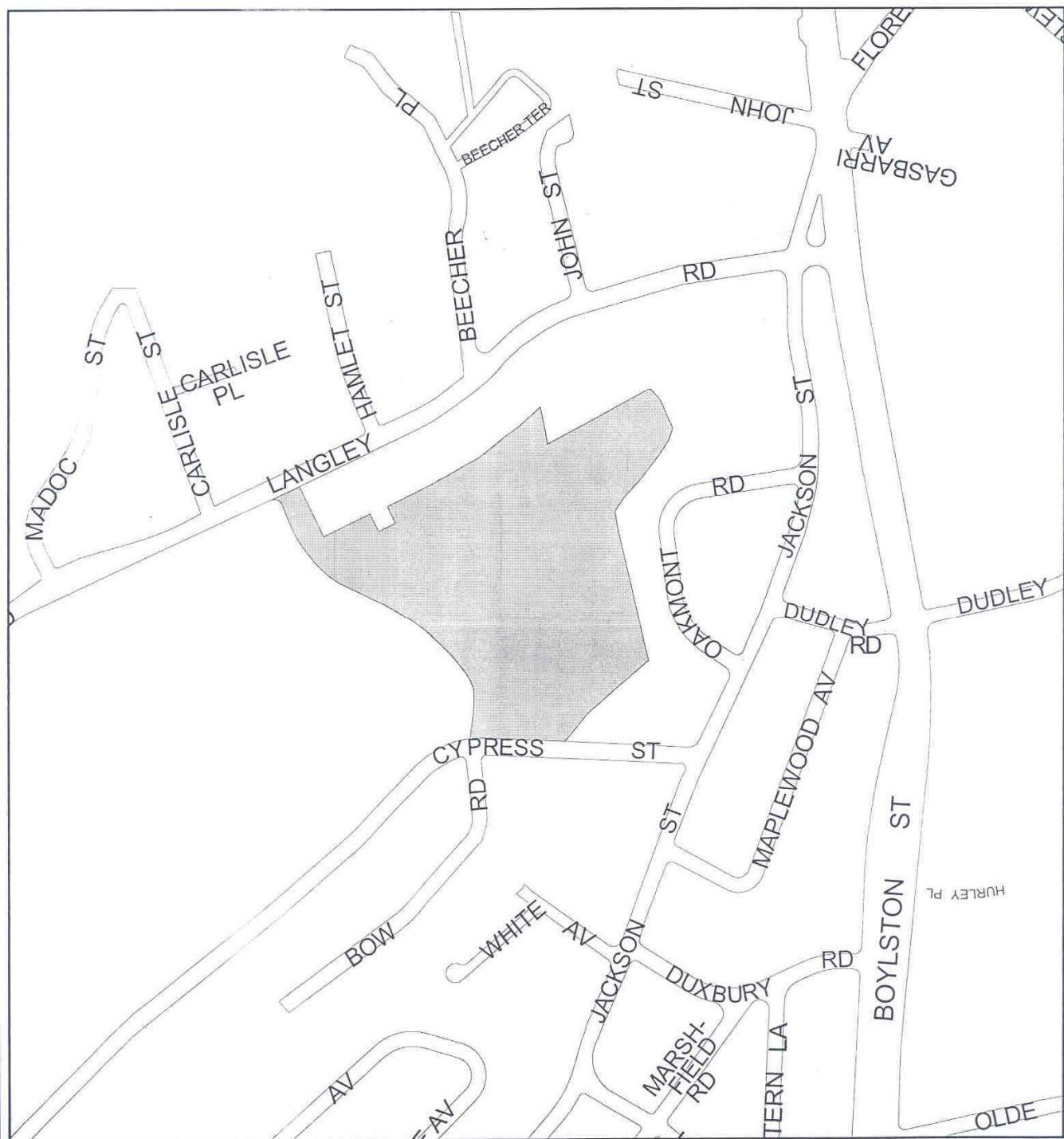


The information on this map is from a digital data base created by the City of Newton using the Newton Geographic Information System (NGIS). The City of Newton is not responsible for the accuracy of the information contained on this map. Each user of this map is responsible for determining its suitability for his or her intended use or purpose. City departments will not be held responsible for any errors or omissions. Applicants for city permits and licenses must inquire of the relevant city department for applicable requirements. City of Newton reserves the right to change the map data at any time without notice. The City of Newton is not responsible for any errors or omissions in the source materials and methods used to create the digital data and will disclose this information upon request.





2013 NGIS Data is for reference only. It is not intended for use in any other manner. The City of Newton is not responsible for any errors or omissions in the source materials and methods used to create the digital data and will disclose this information upon request.



07-JAN-2004



Brown & Oak Hill
City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" : 284.5'

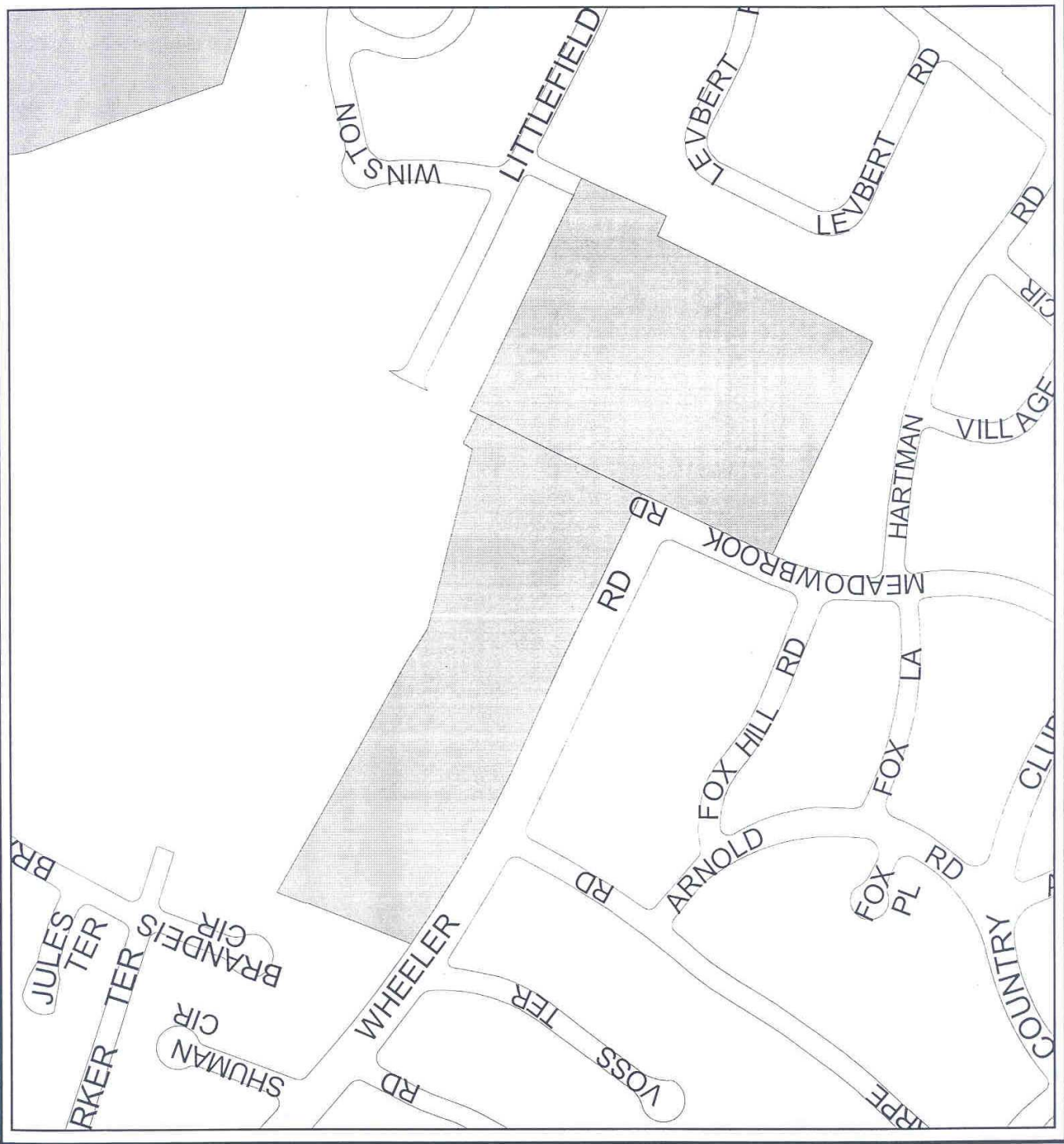


The information on this map is from a digital data base created by the City of Newton's Geographic Information System (GIS). Newton cannot guarantee the accuracy of the information contained on this map. Each user of this map is responsible for determining its suitability for his or her intended use. The City of Newton does not warrant, necessarily approve applications based solely on GIS data. Applicants for city permits and licenses must inquire of the relevant city department for applicable requirements. The City of Newton's GIS Administrator maintains records regarding the source materials and methods used to create the digital data and will disclose this information upon request.

DATA SOURCES: Not all necessary maps to the map. The City of Newton's GIS is a dynamic system that is constantly being updated. The City of Newton's GIS is a dynamic system that is constantly being updated. The City of Newton's GIS is a dynamic system that is constantly being updated.

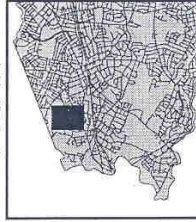


07-Jan-2004



☐ Newton Boundary
☐ Street Rights-of-Way
 Street Names
☒ School Properties

1" : 271.4'



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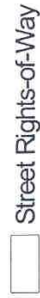
07-Jun-2004

Cabot School

City of Newton



Newton Boundary



Street Rights-of-Way

Street Names



School Properties

1" = 160.1'

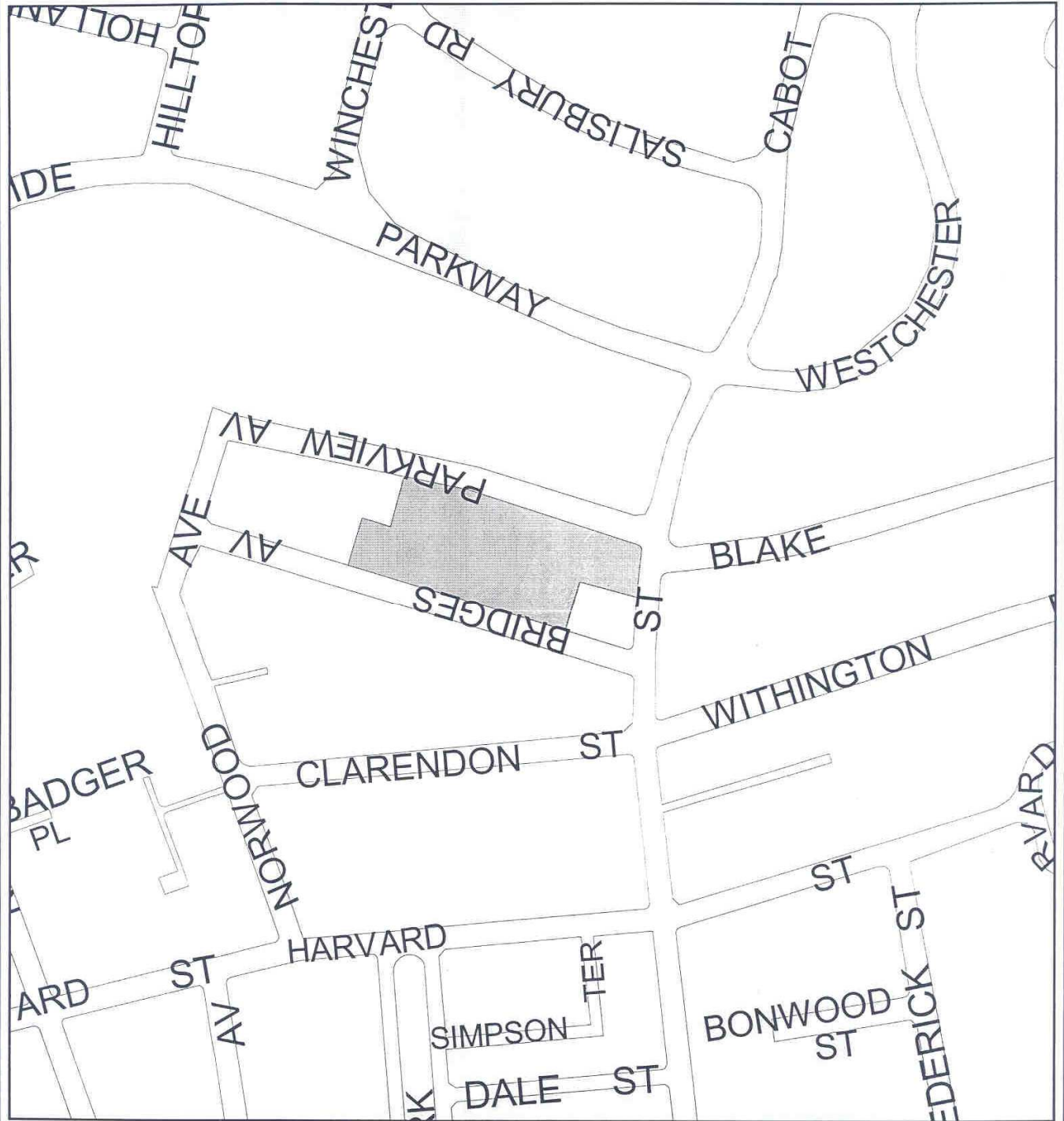


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DATE: 04/05/2004
 TIME: 10:00 AM
 USER: GISADMIN
 PROJECT: 04/05/2004
 SHEET: 01
 SCALE: 1" = 160.1'



14-Jun-2004



Carr School

City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Buildings
- Street Names

1" = 105.1'

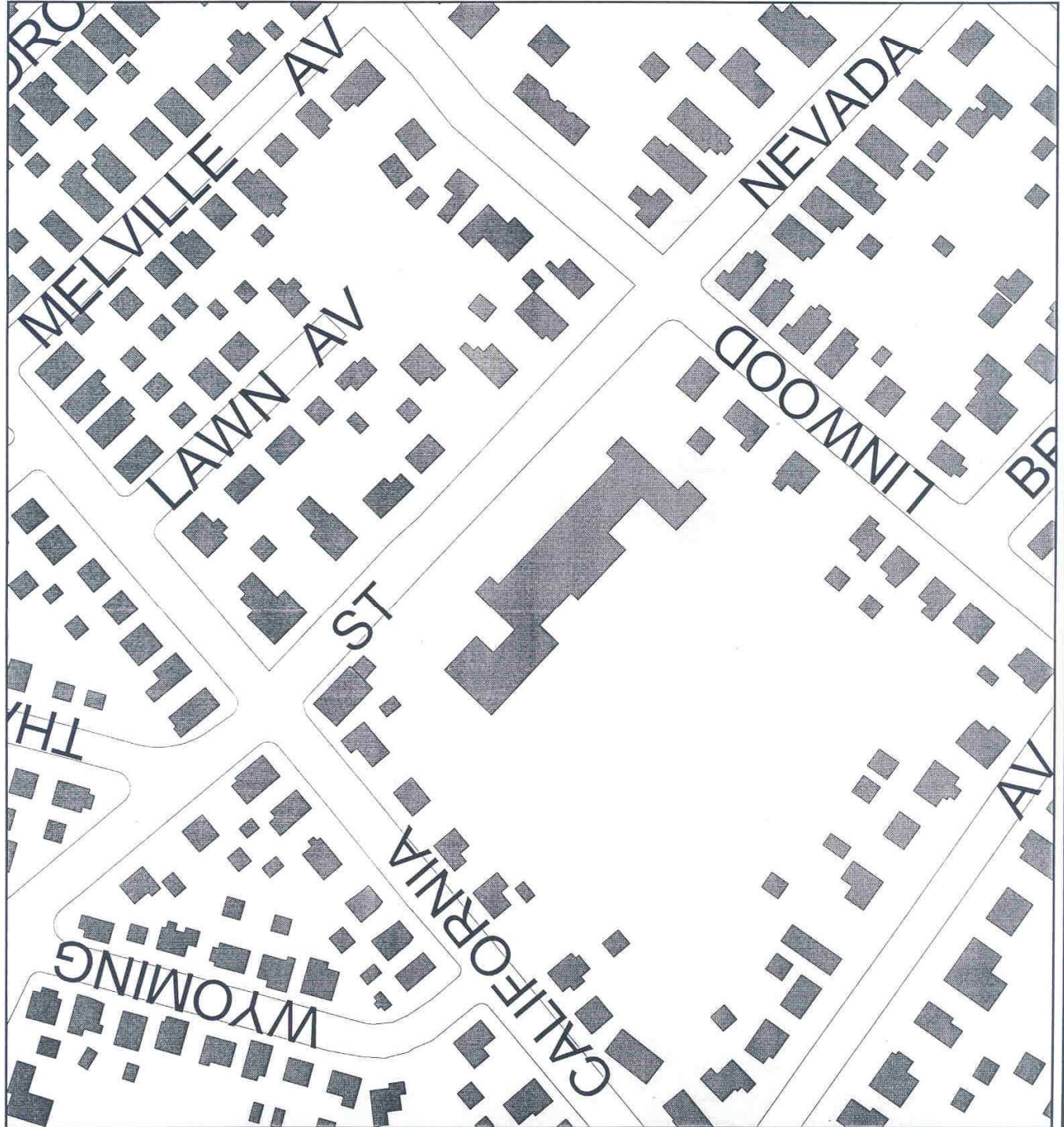


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City of Newton
1500 North Main Street, Building 100
Newton, MA 02459
Phone: 617.552.3000
Fax: 617.552.3001
Web: www.cityofnewton.com

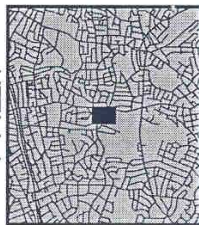


15-Jun-2004



Newton Boundary
Street Rights-of-Way
Buildings
Street Names

1":122.1'

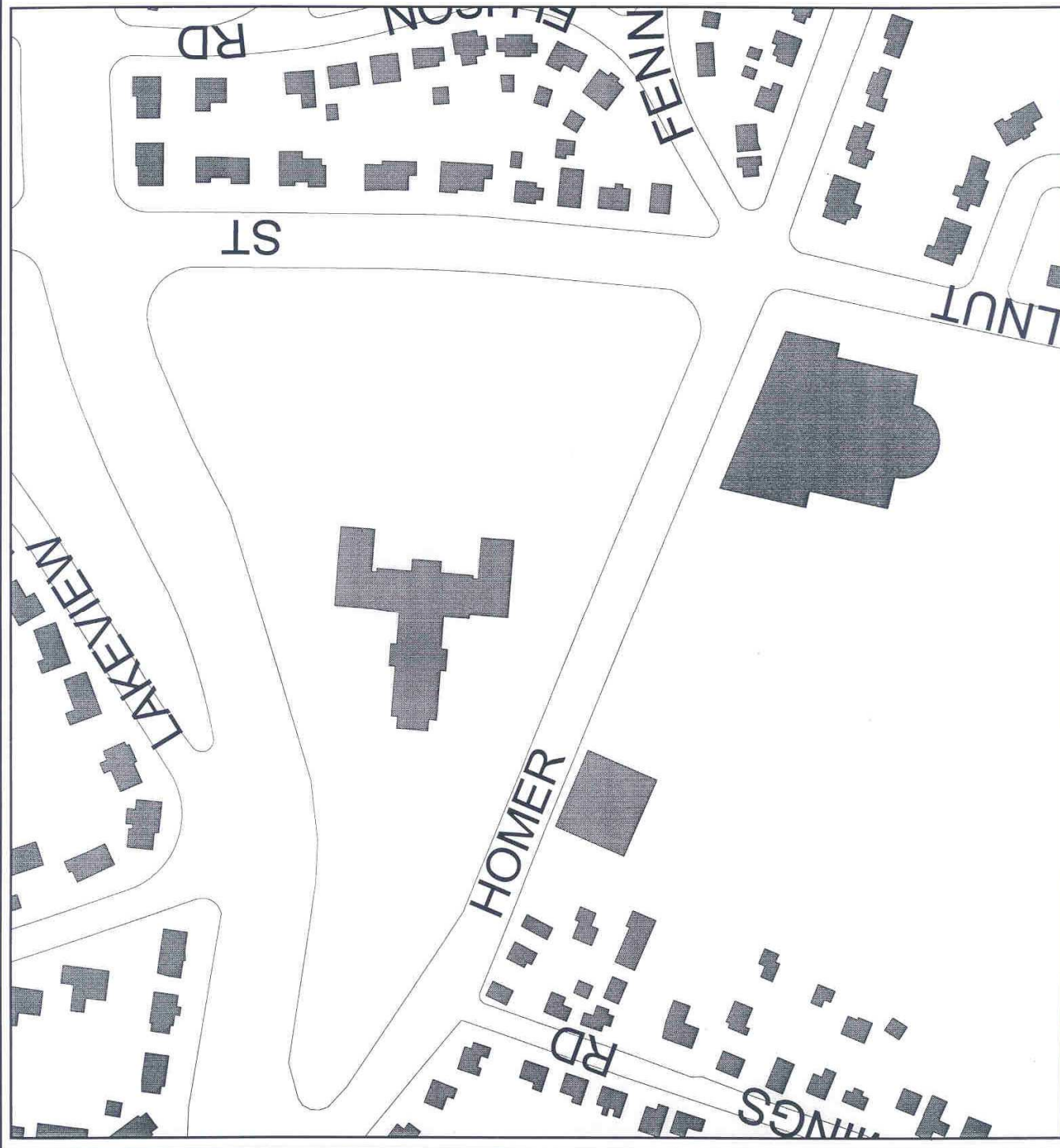


The information on this map is from a digital data base created and used by the National Geographic Information System (GIS) Network. The GIS Network is a group of people who share information contained on this map. Each user of this map is responsible for determining its suitability for his or her intended use or purpose. City departments will not necessarily approve applications based solely on GIS data. Applicants for city permits and licenses must inquire of their city department for additional requirements. City staff or GIS administrators may be required to provide additional information. City staff or GIS administrators maintain records regarding the source materials and methods used to create the digital data and will disclose this information upon request.

DATA SOURCES (Not all necessarily apply to the map): Building Permit Database compiled on 10/7/91 1:1000 orthorectified maps. Building footprints and edge-of-footprint from Boston Edition (based on 1981 aerial photographs). Newton staff have updated the building footprints from building permits and parcel boundaries from subdivision plans. Thematic data (e.g., zoning, land use) taken from the Boston/City C.M.A.A. database.



2-10-2004







The map shows a residential area with a large shaded rectangular area. The streets are labeled as follows:

- Walnut St**: A horizontal street running across the middle of the map.
- Elinor St**: A vertical street running north-south on the left side of the map.
- Woodcliff Rd**: A street running diagonally from the top left towards the center.
- Park Dr**: A street running diagonally from the top left towards the center, parallel to Woodcliff Rd.
- Cannon St**: A street running diagonally from the top right towards the center.
- Brook Rd**: A street running diagonally from the bottom right towards the center.
- Danehill Rd**: A street running diagonally from the bottom right towards the center, parallel to Brook Rd.
- Andrew St**: A street running horizontally at the bottom of the map.

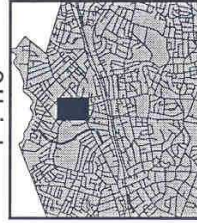
The shaded area is located between Walnut St and Elinor St, and between Woodcliff Rd and Brook Rd. It is a large, irregularly shaped area, possibly a park or a large lot.

Education Center

City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" : 175'

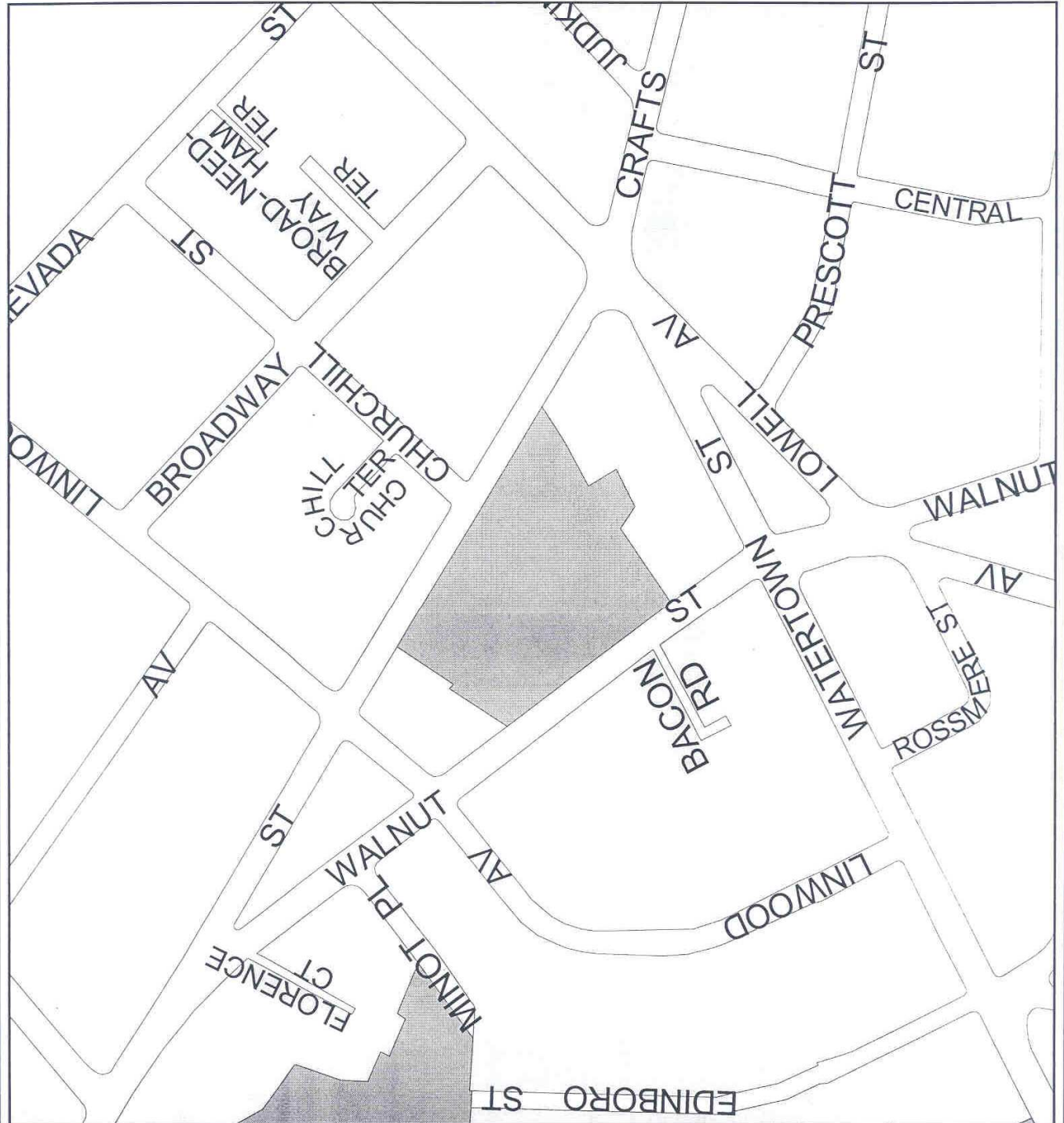


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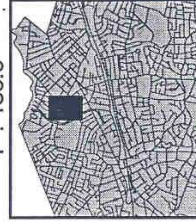
15-Jan-2004



F. A. Day School City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" = 186.6'

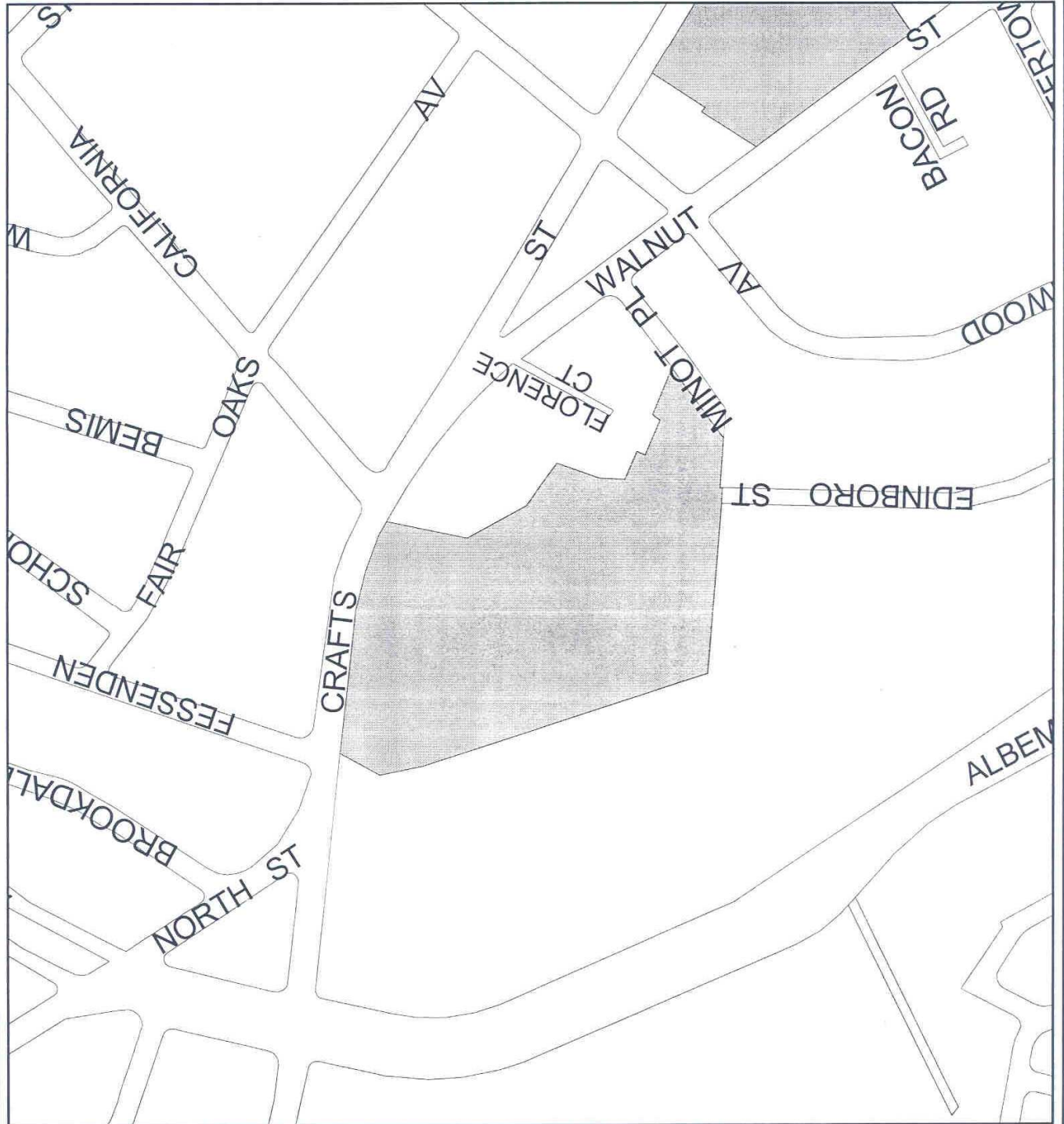


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Map Data: 2003 City of Newton GIS Data
Map Design: 2003 City of Newton GIS Data
Map Production: 2003 City of Newton GIS Data
Map Distribution: 2003 City of Newton GIS Data
Map Copyright: 2003 City of Newton GIS Data



15-Jun-2004



- ☐ Newton Boundary
- ☐ Street Rights-of-Way
- ☐ Street Names
- ☒ School Properties

1": 335.7'

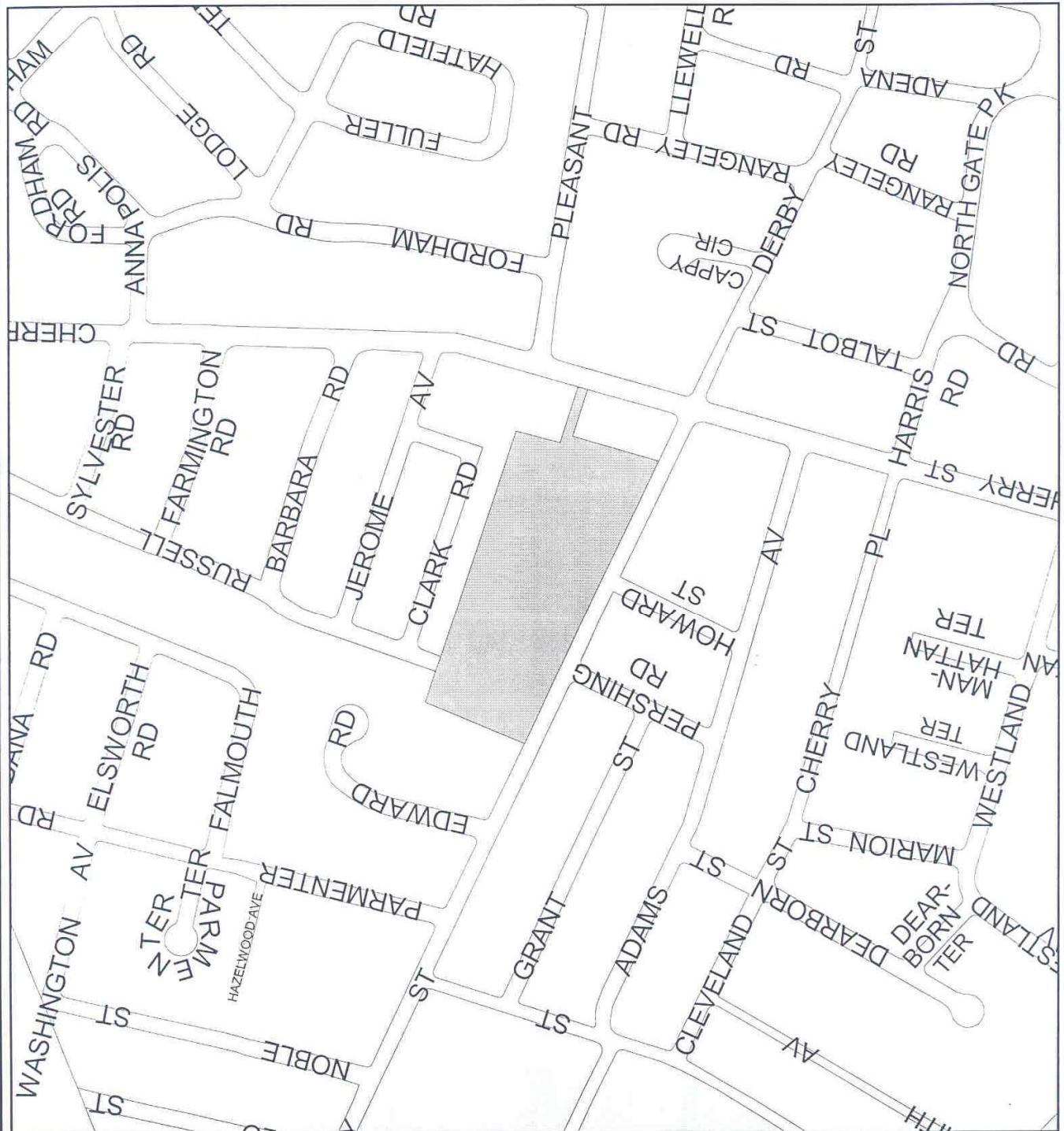


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DATASOURCES can be flexibly applied to the most recent boundaries compiled on 1979-1980 orthorectified maps. Building footprints and edge-of-development from Boston Edison (based on 1967 aerial photos), based on staff hand-updates the buildings from building permits and garages). Based on staff hand-updates the buildings from building permits and garages). Based on staff hand-updates the buildings from building permits and garages).



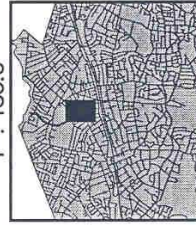
14-Jun-2004



Horace Mann School City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  School Properties
-  Street Names
-  School Properties

1" = 186.6'

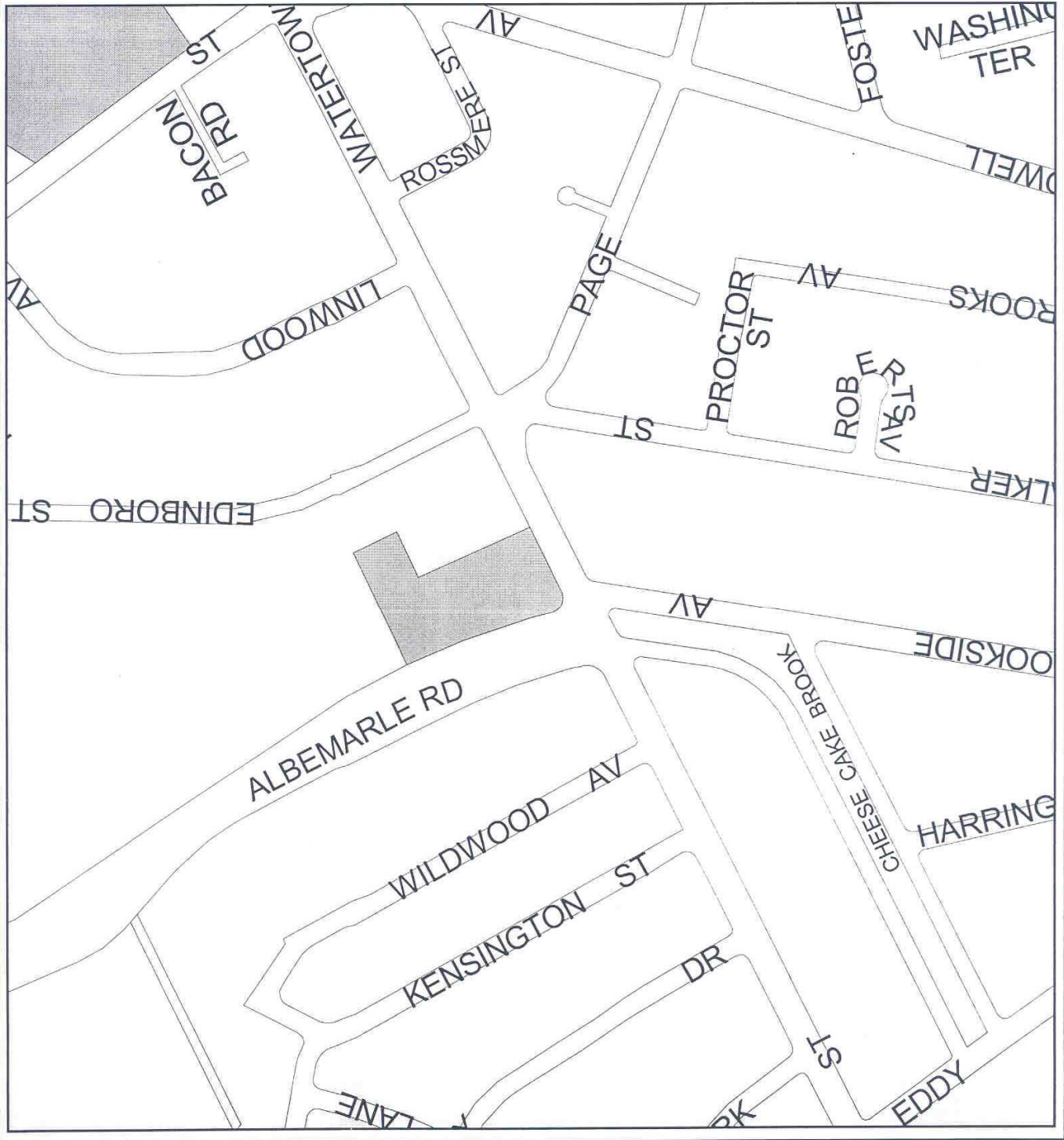


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Newton GIS
City of Newton
1000 State Street, 3rd Floor
Newton, MA 02459
Phone: 617.552.3000
Fax: 617.552.3001
Email: gis@cityofnewton.org
Web: www.cityofnewton.org/gis



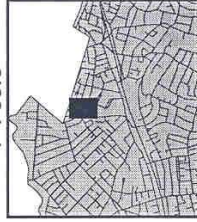
16-Jan-2004



Lincoln Eliot School City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" : 99.3'

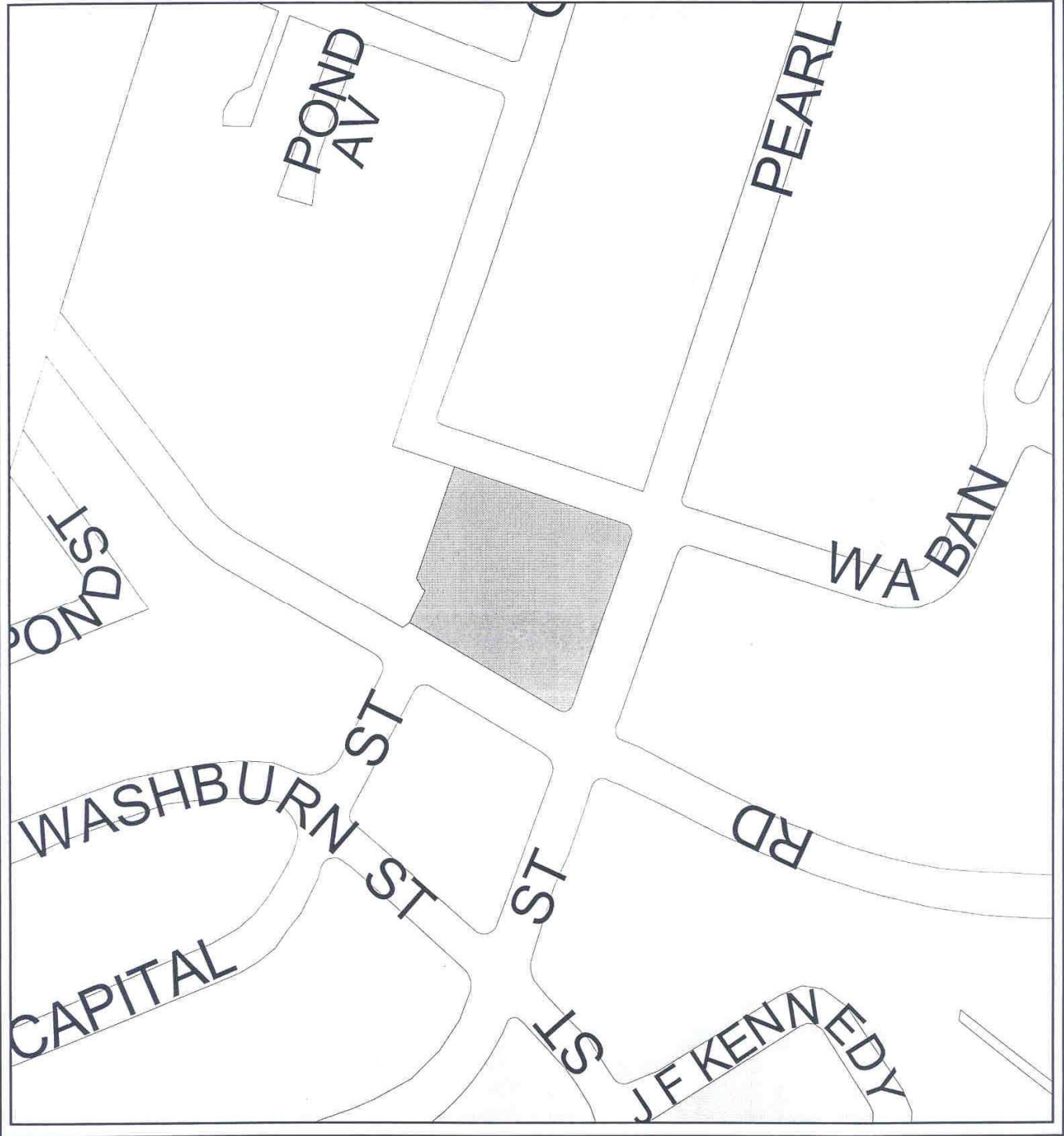


The information on this map is from a digital data base...
 (GIS). Newton cannot guarantee the accuracy of the
 information contained on this map. Each user of this map
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15-JUN-2004



- ☐ Newton Boundary
- ☐ Street Rights-of-Way
- ☐ Street Names
- ☐ School Properties

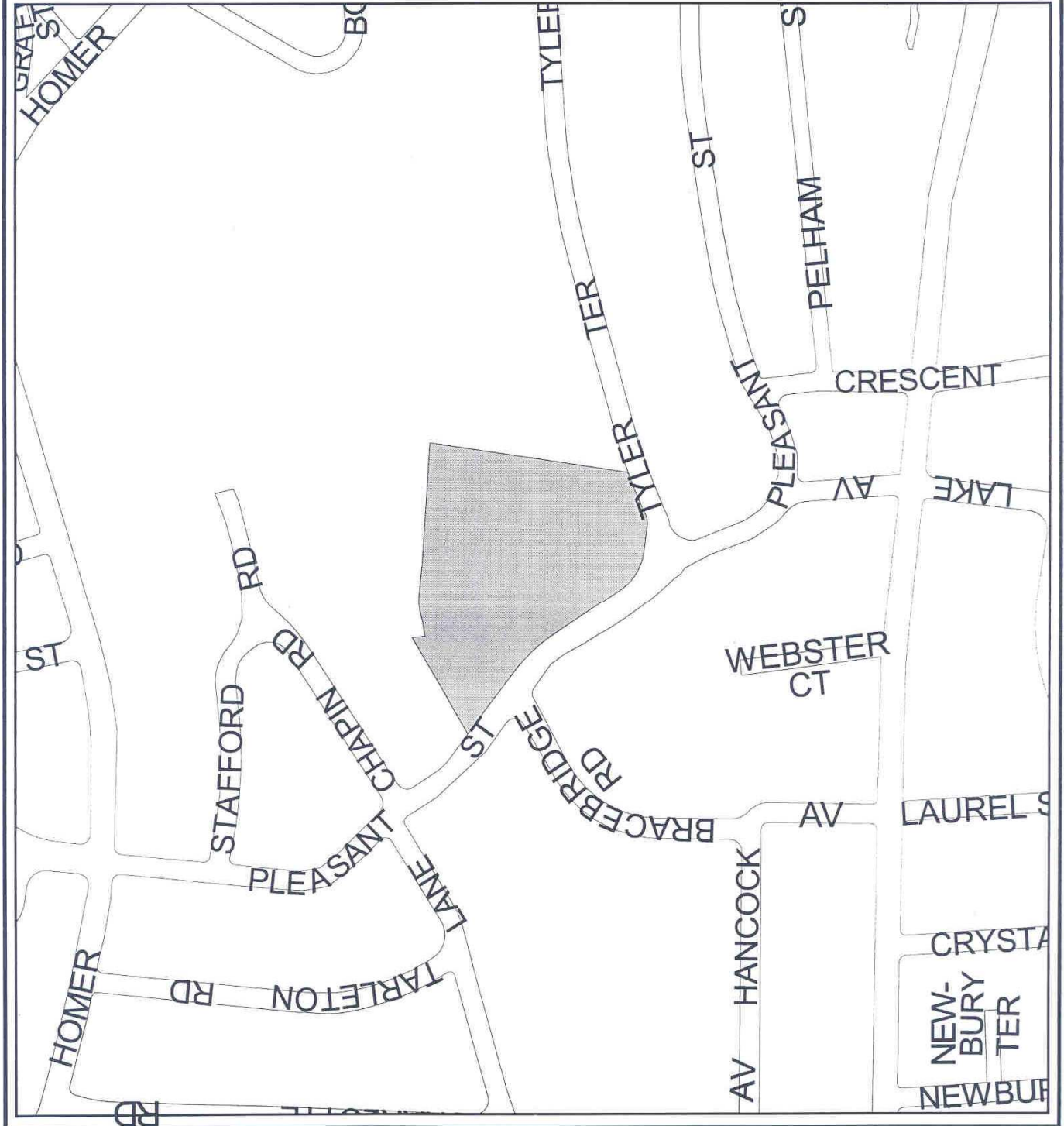


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DATA SOURCES find as necessary apply to the most recent boundaries compiled on 1976 1:100,000 orthophoto base maps. Building footprints and edge-of-government from Esri's Urban-land-based on 1991 aerial photos. Namdun staff have updated the building footprint parcels and general boundaries from sub-township plans. Thematic data (e.g., zoning, land use) are from the American's CAML database.



17-Jun-2004



Memorial Spaulding School City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" = 263.2'

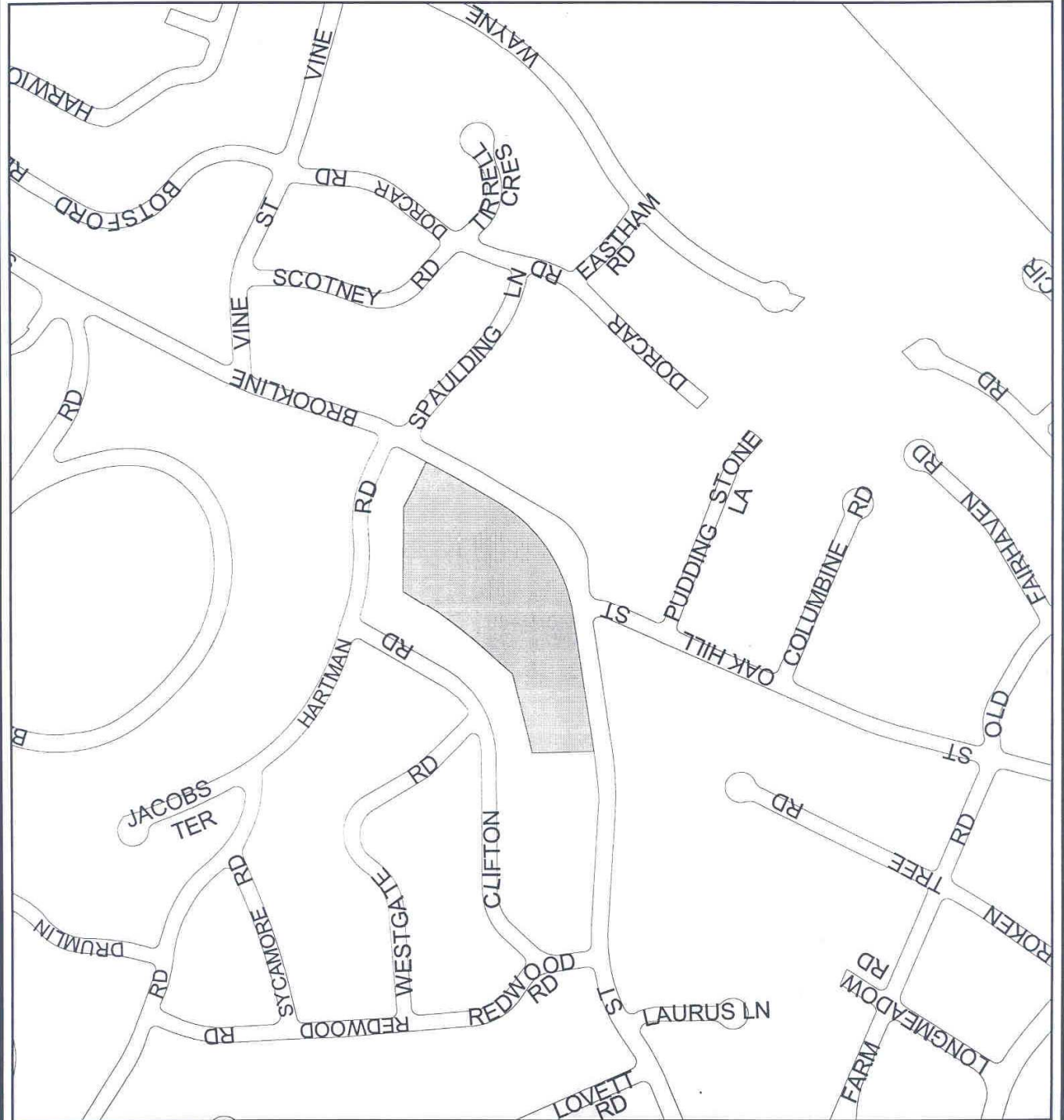


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DATA: RD ACRES file of Newton's map to the map. Source: Information compiled on 11/1/03 by the City of Newton. Newton's GIS Administrator maintains records regarding the source materials and methods used to create the digital data and will disclose this information upon request.



11-Jan-2004



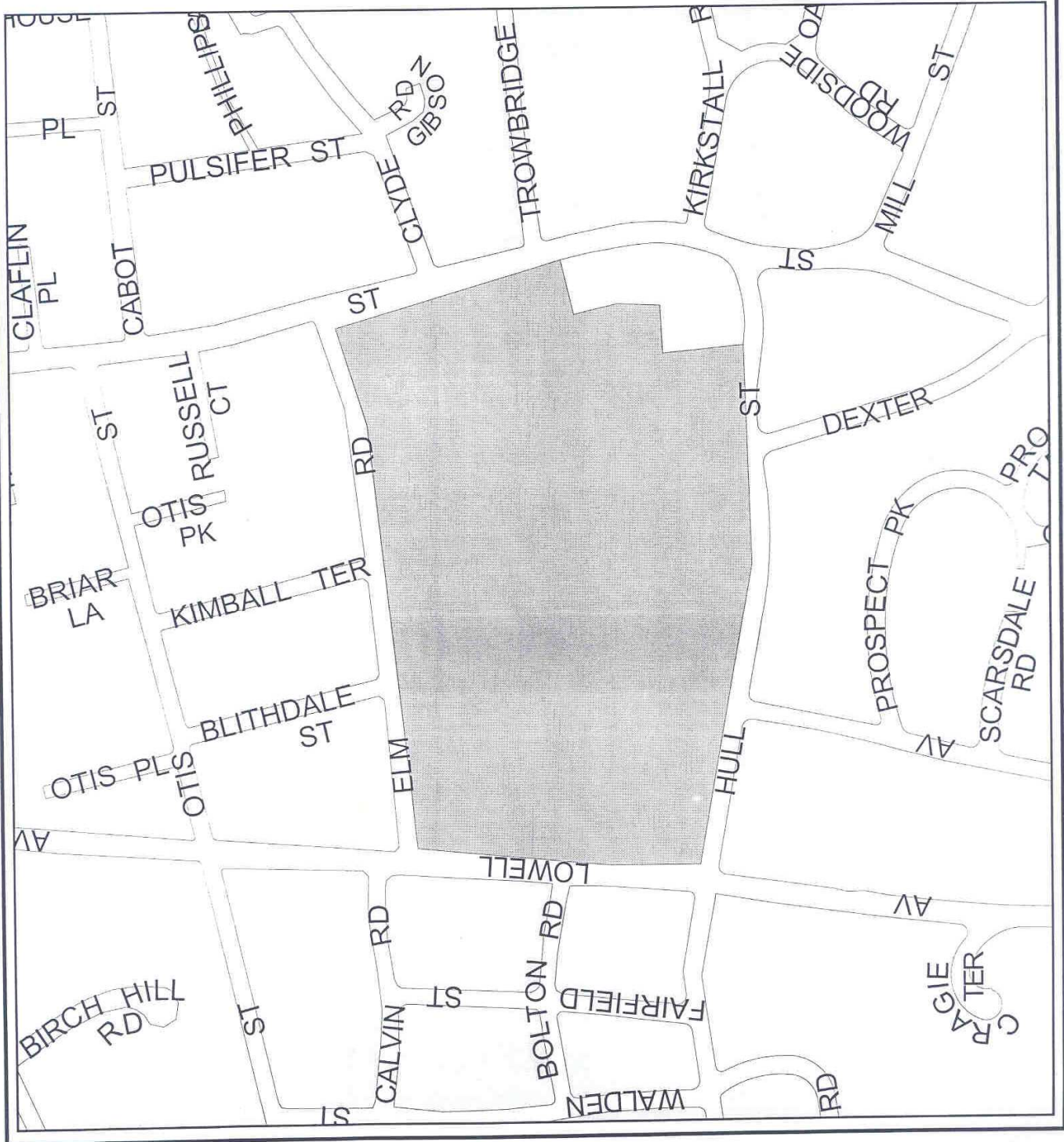
- ☐ Newton Boundary
- ☐ Street Rights-of-Way
- Street Names
- ☒ School Properties
- ☒ School Properties

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DATA SOURCES (not all necessarily apply to this meta-analysis):
 Thermal sources compiled on 1070/1000 synoptic base maps. Building footprints and edges of openwork from Esri's GeoEye (based on 1981 aerial photos), GeoEye and Landsat imagery. Thermal data (e.g., zoning, land use) from various sources (e.g., zoning, land use, etc.).



16-JUN-2004



Newton South High School City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" : 190.5'

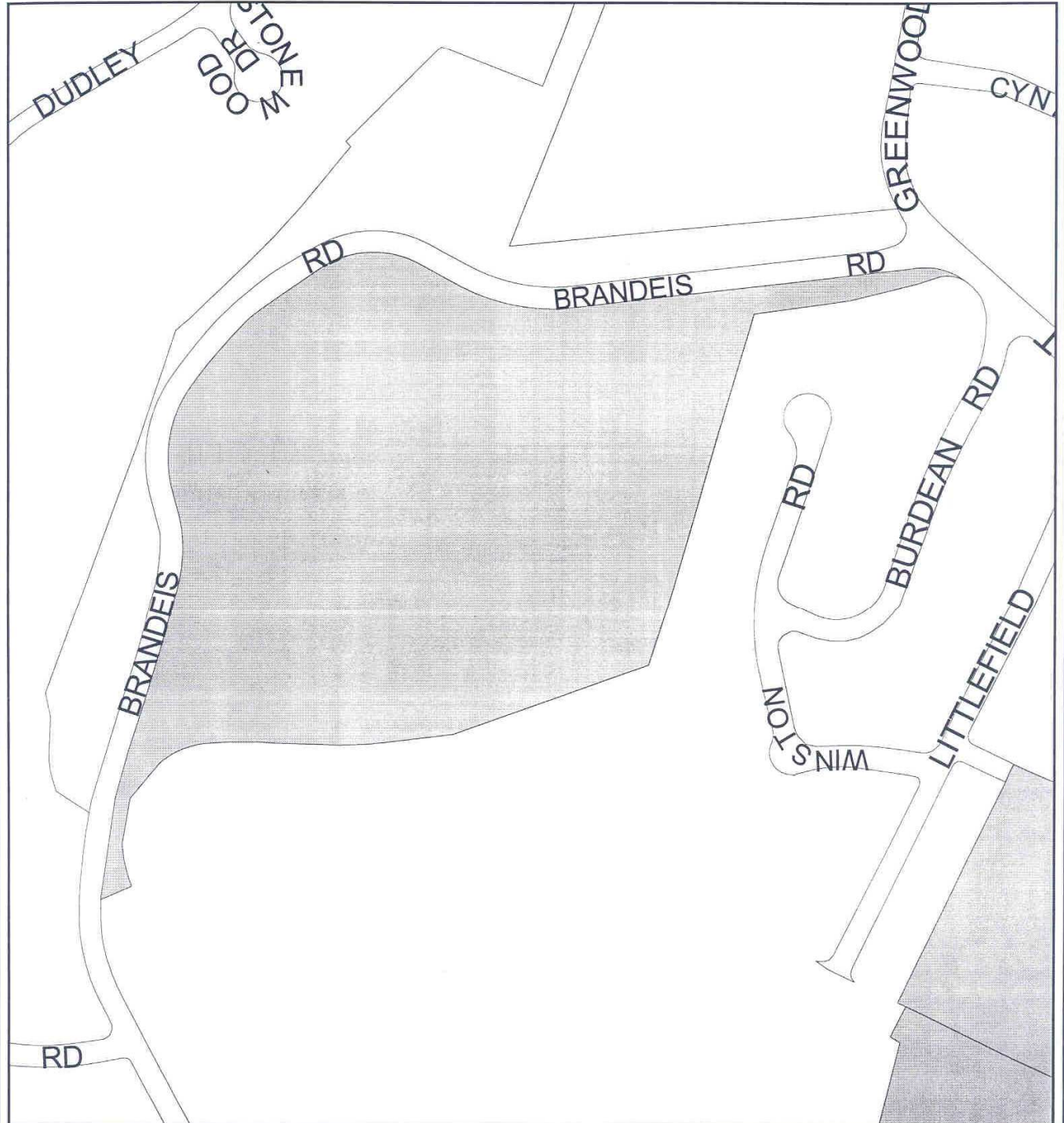


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DATA SOURCES: Not all Newton property is on the map. Newton's GIS data is based on 1991 Aerial Photography. Building footprints are derived from 1991 Aerial Photography. Street names are derived from 1991 Aerial Photography. Street names are derived from 1991 Aerial Photography. Street names are derived from 1991 Aerial Photography.



10-JUN-2004



- ☐ Newton Boundary
- ☐ Street Rights-of-Way
- ☐ Street Names
- ☒ School Properties

1" - 141 1"

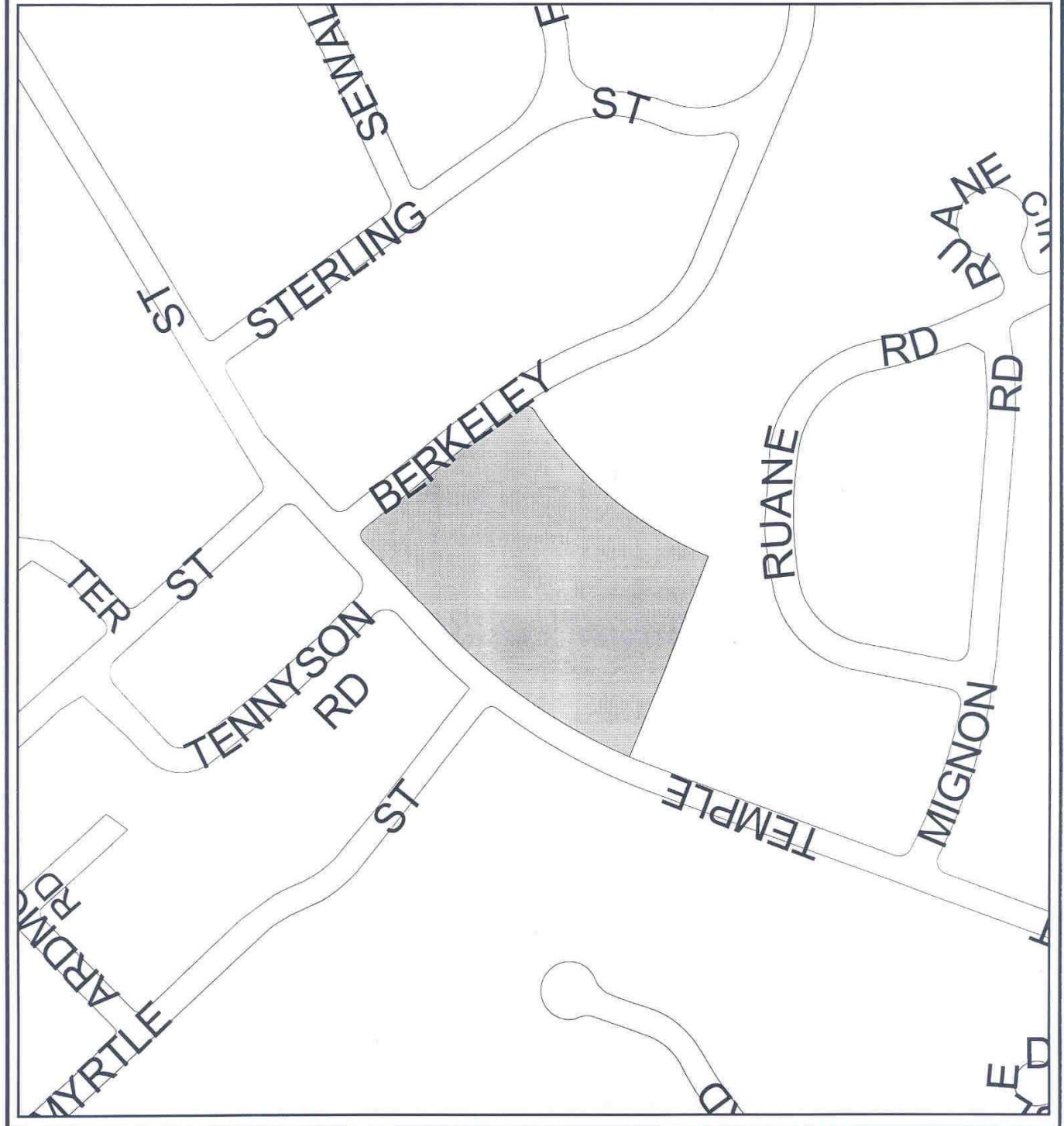


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DATA SOURCES Not all necessary apply to this model:
 Fiscal boundaries compiled in 1970-1971 (1973) geographic base maps (Buckley)
 locations and edge-of-government from Bureau of Census (based on 1982 aerial photos)
 acreage. Based on staff have updated the buildings from building permits and
 parcel boundaries from subdivision plans. Thematic data (e.g., zoning, land
 use) are from the American F.A.M.A. database.



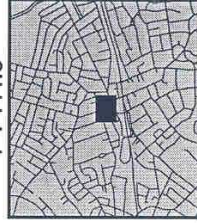
17 JUN 71



Police Headquarters City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Buildings
- Street Names
- Building Names

1" : 111.6'



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Map created from GIS data on 07/15/2003. Map data is from the City of Newton GIS database. Map data is from the City of Newton GIS database. Map data is from the City of Newton GIS database.



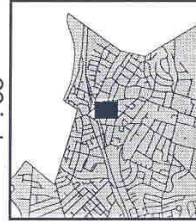
15-Jun-2004



Underwood School City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" : 95'

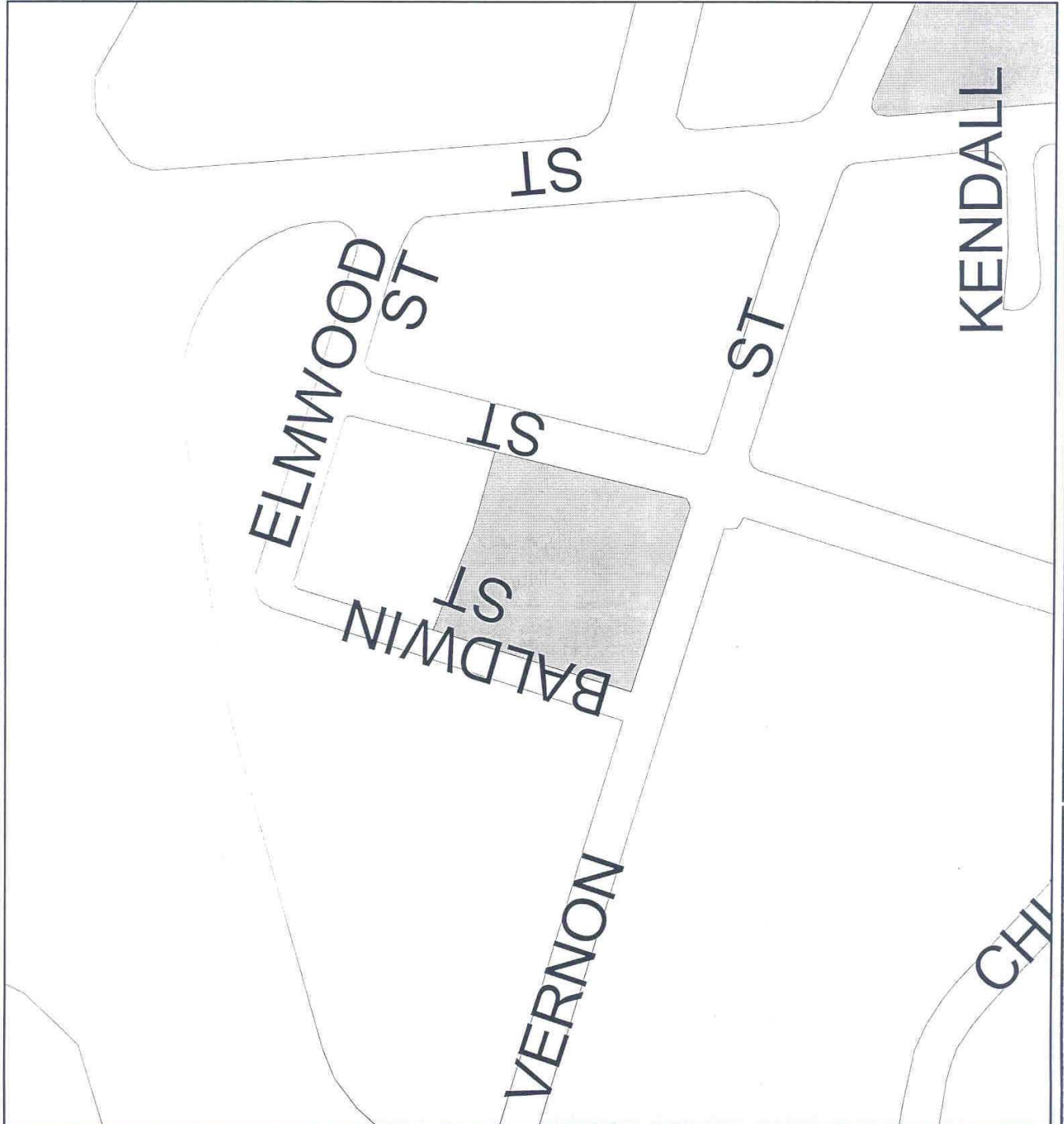


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Newton GIS
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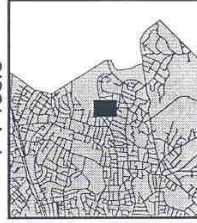
04-Jun-2004



Ward School City of Newton

-  Newton Boundary
-  Street Rights-of-Way
-  Street Names
-  School Properties

1" = 138.5'



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04-Jun-2004

